VOL. XLIX., No. 22.
The Solicitors' Journal.
LONDON, APRIL 1, 1905.

The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.
All letters intended for publication in the SOLICITORS' JOURNAL must be authenticated by the name of the writer.

Contents.

CURRENT TOPICS 375
THE MARCH OF OFFICIALISM 378
THE REMOTENESS OF CONTINGENT REMAINDERS 379
THE BILL TO AMEND THE LAW OF TRADE-MARKS 380
REVIEWS 381
CORRESPONDENCE 382
LAW SOCIETIES 385
LAW STUDENTS' JOURNAL 386
COMPANIES 386
LEGAL NEWS 387
COURT PAPERS 388
WINDING-UP NOTICES 389
BANKRUPTCY NOTICES 389

Cases Reported this Week.

In the Solicitors' Journal.

Gibbon v. Pease 382
Maire, Re. Maire v. De la Batût 383
Pawley v. Pawley 383
The King v. Grimwade and Another (Justices of Ipswich). The King v. Dodds and Others (Justices of Birkenhead) 383

In the Weekly Reporter.

Commonwealth Portland Cement Co. v. Weber, Lohmann, & Co. 337
"Gustafsberg," The 350
Imperial and Grand Hotels Co. v. Christchurch Guardians 349
Jones v. Hughes 334
Sirdar Rubber Co. (Limited) v. Wallington, Weston, & Co. 346
Thavie's Estate, In re 346
Townsend v. Moore 338
Turner & Son v. Willis 348

Current Topics.

A Point of Practice.

A CURIOUS and interesting point of practice was raised in a case before JOYCE, J., on the 25th of March. Counsel proposed to save a motion, and on the court intimating an objection to that course, he claimed the right of counsel to save motions without the consent of the court. JOYCE, J., was of a different opinion and refused leave to save the motion, which was a motion by special leave. The matter stood over to be considered, and on its coming before the court again on the above date, JOYCE, J., said he had made inquiries and looked into the authorities, and was clearly of opinion that when a motion was by special leave, it could not be saved without the leave of the court. His lordship also intimated that he might go farther and say that when a motion was made in the ordinary course, and not by special leave, it was in the discretion of the court to refuse leave to save it if it appeared that the motion was saved not *bonâ fide* but for an improper purpose, as for the purpose of delay. Counsel pointed out that the passage in Daniell's Chancery Practice supporting the above view was not to be found in the earlier editions, and was not borne out by the case there cited. But his lordship did not think that that really mattered, since the judges were all agreed upon the point. If we may say so, we entirely agree with the learned judge. The practice is apparently a mere custom, and not an important privilege to be jealously guarded by the bar.

Rehearing After Mis-trial in a Criminal Case.

THE TRIAL of Madame MASSOT for the murder of her husband by poison, and that of M. HUBAC as an accessory before the fact, took place at the Court of Assizes at Aix in December last and caused much excitement in the district. Both the defendants were found guilty. Madame MASSOT was sentenced to the galleys for life and her accomplice to twenty years of the same punishment. The Criminal Chamber of the Court of Cassation has now quashed the convictions and ordered a new trial, on the ground that one of the jurors was an undischarged bankrupt and so disqualified from serving. This decision may appear to English lawyers to savour of technicality, for bankruptcy does not disqualify an Englishman from serving on a jury, and it may be thought that the objection should more properly have been taken by way of challenge to the competence of the juryman. If it appeared, after a conviction for felony in this country, that

one of the jurors was disqualified, being under age or an alien, the court would possibly hold that there had been a mis-trial and order a *venire de novo*. This could certainly be done in a case of misdemeanour, but *Reg.* v. *Murphy* (L. R. 2 P. C. 535) raises some doubt as to whether it could be done in a case of felony. The French law seems at any rate to be more explicit than our own.

Actions to Recover Land.

THE DECISION of the Court of Appeal in *Geen* v. *Herring* (53 W. R. 326) will put an end to the practice of making the actual occupiers of houses defendants to a lessor's action to recover possession when the object of the action is really to compel the lessee to repair in accordance with his covenant. Hitherto it has been usual to make all the occupiers defendants, notwithstanding that they may be numerous, and then the lessee, who is their immediate landlord, obtains leave to appear and defend under R. S. C. ord. 12, r. 25. This involves the expense of making numerous copies of the writ and of effecting service in each case. In *Geen* v. *Herring* the occupiers who were thus made defendants were 119 in number, and none of them appeared. The lessee, HERRING, obtained leave to appear and defend as being in possession by his tenants, and having put the houses into repair he applied for, and obtained, relief against the forfeiture, and an order was made by consent that he should pay the plaintiff's solicitor and client costs. The plaintiff's bill included 1s. for each copy of the writ and 5s. for service in the case of each of the 119 defendants. The taxing-master allowed the 1s., but reduced the 5s. to 3s., which would have been the cost of serving notice of the writ. He justified these charges upon the ground that ejectment was highly technical, and that the plaintiff, who had acted under counsel's advice, had not been unduly cautious in following the accepted practice, and making all the occupiers defendants, and BRUCE, J., declined to interfere. The Court of Appeal, however, have taken a common-sense view of the case, and have recognized that all this work was entirely useless. Everyone knows that when a dispute arises between lessor and lessee with respect to the repairs of property let out to small occupiers, the occupiers are in no way interested, and the inserting of their names as defendants is a mere fiction. When they are few in number no harm is done; but when, as in the present case, they are numerous, it is evident that they should be left out, and that the writ should be against their landlord, with whom alone the lessor is concerned. It was held, accordingly, that the taxing-master was right in disallowing the costs of service on the occupiers, and that he should have gone further and disallowed all the costs incurred through making them defendants. In future the actual occupier will cease to be a party to the action to enforce a forfeiture under circumstances similar to the above.

The Licensing Act, 1904.

TWO CASES of very great importance on the new Licensing Act were argued before a Divisional Court this week, and are reported elsewhere. By section 1 of the Act the power of licensing justices to refuse the renewal of an existing on-licence is limited to certain grounds, one of which is that the house has been "ill-conducted." By section 9, sub-section 2, "ill-conducted" includes failure to fulfil any reasonable undertaking given to the justices on the grant or renewal of the licence. Before the Act was passed it had been for many years the practice for justices on granting or renewing licences to require the licensee to give undertakings, but they had no positive authority to require such undertakings to be given, and had only indirect methods of enforcing them. It appears that they have now power to require any applicant for the renewal of an existing on-licence to enter into reasonable undertakings. The Act, however, is silent as to what is to happen if the applicant refuses to give the required undertaking. The justices can only refuse to renew on one of the grounds mentioned in section 1, and the refusal to give an undertaking is not a ground. In *Rex* v. *Grimwade*, the first of the recent cases, the existing licence was in respect of an *ante*-1869 beerhouse at Ipswich. The justices required the licensee, when applying in the ordinary course for renewal, to give an undertaking that he would sell no liquor on credit. He was not prepared to give this undertaking. The justices stated that they did not refuse to renew, but that they considered the undertaking they required a reasonable one, and they were prepared to renew on the undertaking being given. In the other case, *Rex* v. *Dodds*, the justices had required all the licence-holders in Birkenhead to give certain undertakings as a condition of renewal. These conditions none of them were prepared to accept. The justices thereupon announced that all the licences would be renewed, but would remain in the hands of their clerk and would only be delivered by him to the licensees on their giving the required undertakings. The proprietor of one of the houses interested, a fully-licensed house, applied for his licence, but declined to give the required undertakings, and accordingly the licence was not given to him. In each of these cases proceedings by way of *mandamus* were taken for an order compelling the justices to deliver to the applicant the licence which was withheld. The point, therefore, was fully raised as to the power of justices to compel applicants for renewal to give undertakings.

NOW, AS TO *ante*-1869 beerhouses, sub-section 3 of section 9 of the 1904 Act provides that the grounds mentioned in the Wine and Beerhouse Act, 1869, shall be substituted for the grounds mentioned in section 1 of the Act, as the grounds on which justices may refuse to renew the licence of any such house. The four grounds mentioned in the 1869 Act do not include the house being "ill-conducted." The corresponding ground is very much stronger, that the house is of a disorderly character or frequented by thieves, prostitutes, or persons of bad character. Hence it appears that the failure to fulfil an undertaking is not a ground for refusing to renew an *ante*-1869 beerhouse licence, and the power of the justices to refuse to renew such a licence without compensation has not been enlarged. The High Court, therefore, in the first case granted the *mandamus*, and the applicant gets his licence without giving the undertaking. With regard, however, to fully-licensed houses, the power to refuse renewal is on a new and somewhat different footing. They can refuse because the house has been "ill-conducted," and this word has been extended much further than the corresponding ground relating to the beerhouses. If they can refuse because an undertaking has not been fulfilled, it seems absurd that they should have no power to require the applicant to give an undertaking. And the only way of compelling him to give the undertaking is to withhold the licence till it is given. In this sense the court has interpreted the Act, and has refused the *mandamus* in the second case; and although this appears to be the only reasonable solution of the matter, the court in coming to this conclusion has had to read into the Act a good deal of presumed intention which ought to have been expressed. The decision in fact rescues the justices from an absurd position and removes a somewhat serious deadlock in the case of Birkenhead. These decisions emphasize in a remarkable way the great advantage which the old beerhouses continue to enjoy in spite of all the recent important changes.

New Trial in Criminal Cases.

A BILL has been read a first time in the House of Commons "to make provision for a new trial in certain criminal cases." This does not in the least overlap the Bill of the Lord Chancellor recently referred to in these columns. The last-mentioned Bill aims only at increasing the facilities for raising points of law for the decision of a court of appeal. This has for its object the re-trial of cases where the verdict may be considered unsatisfactory on the facts. It provides that where the Home Secretary thinks such a course reasonable, he may refer the consideration of a conviction to three judges for their report thereon. Upon such reference the judges may report that there should be a new trial, or that the conviction should stand, or that it should be quashed, or generally upon the case, with the view of assisting the Home Secretary in advising as to the exercise of his Majesty's prerogative. The three judges may consider the evidence given at the trial and any further information supplied by the Home Secretary. They may also order the attendance of any witnesses and the production of documents, and may have the assistance, if they so desire, of counsel for the prisoner and for the Crown. From the general trend of public opinion (one of the proofs of which is this Bill backed

by lawyers of both branches of the profession and of both political parties), it is clear that a Court of Criminal Appeal must come. It is only a matter of time, and the time is probably not far off. We do not, however, approve of the proposals of the Bill. It seems to seek to create a Court of Criminal Appeal by indirect means. The judges who advise are apparently not technically to be a court at all, and they are only to advise the Home Secretary, not to give any judgment. If they report in favour of a new trial, the Bill does not say specifically that there shall be a new trial; but the power of deciding whether there shall be one or not appears to be left, in form at any rate, to the Home Secretary. There is a good deal of make-believe about all this, and we think it would be far better to face the matter boldly, and if the judges are to act in this way, that they should act with the full powers of a court and according to the ordinary procedure of a court. We object, also, to it being left to the officials of the Home Office to decide whether a conviction shall be reviewed or not. If there is to be a Court of Appeal, every convicted person should have the right to move for a new trial or to have his conviction quashed. The *Beck case* has not given us that confidence in the legal ability and discernment of these officials which would induce us to trust their discretion in such matters. With regard to advising as to the exercise of his Majesty's prerogative, we have nothing to say. Probably the Home Secretary can consult as many judges as he pleases without any authority from Parliament; and inquiries with this object may well be secret. But if we are to have new trials, let everything be open and above-board and as of right from the very beginning.

Marriage Brokage Contracts.

We cannot be surprised that the Court of Appeal has reversed the judgment of the King's Bench Division in *Hermann* v. *Charlesworth* (1905, 1 K. B. 24). It will be remembered that the defendant was the proprietor of a paper known as *The Matrimonial Post and Fashionable Marriage Advertiser*, and that the plaintiff entered into an agreement with him whereby, in consideration of his introducing her to gentlemen with a view to marriage, she agreed to pay him £52, of which £47 was to be returned to her after nine months in the event of no marriage or engagement taking place within that period. She paid the money and signed a further agreement whereby, in the event of her marriage with some gentleman through the influence of the defendant, she agreed to pay him £250 on the date of the marriage. She was introduced to several gentlemen, but no marriage or engagement followed, and she ultimately brought her action to recover back the £52 as money paid under an illegal agreement. The King's Bench Division gave judgment for the defendant, holding that to constitute an illegal marriage brokage contract it must be a bargain for reward to procure for another as husband or wife a certain specified person; that there was here no undertaking to procure for the plaintiff any particular person as her husband, and that a contract for reward to introduce another to persons of the opposite sex with a view to matrimony was not illegal. Having read some of the cases relating to marriage brokage contracts, which are not among the dullest in the law reports, we could find nothing to support the distinction taken by the court, and we observed in a previous issue (49 Solicitors' Journal 64) that an agreement to procure a husband or wife, not being a named or specfied person, appeared to us to be open to the objections which are the grounds for avoiding a contract to procure for another in marriage as husband or wife a certain specified person, and that such an agreement was, in our opinion, not a fit subject for ordinary litigation. We think we may venture to say that the decision of the Court of Appeal is substantially in accordance with this view. The Master of the Rolls examines the cases on marriage brokage contracts with much care (including one in which the bill in chancery was procured from the Record Office) and comes to the conclusion that the mischief which is the foundation of the illegality exists equally in the case of a contract to procure a marriage generally. We think that the judgment will be read with interest not only in this country, but in all English-speaking communities. We should add that the learned judge examines the further question whether it was too late for the plaintiff to avoid the contract with much clearness and cogency of reasoning.

Mortgagees and Charterers of Ships.

The question of the right of a mortgagor of a ship in possession to enter into a charter which will be binding on the mortgagee has arisen under novel circumstances in *Law Guarantee Society* v. *Russian Bank for Foreign Trade* (*Times*, 28th ult.). Three ships, of which the plaintiffs were mortgagees under registered statutory account current mortgages, had been chartered by the owners to carry coal to Vladivostock. The charters were entered into before the recent series of captures by the Japanese, when the rate for the insurance against war risks was about twenty-five guineas per cent. It is stated, however, though the report is silent on the point, that the ships were then in fact uninsured. If so, an insurance could not be effected now except at prohibitive rates. The plaintiffs, accordingly, intervened in order to prevent the almost certain loss of the ships by capture, and applied to the court for a declaration that they were not bound to carry out the charters. The test as to whether a mortgagee of a ship is bound by a charter entered into by the mortgagor in possession was laid down by Lord Westbury, C., in *Collins* v. *Lamport* (34 L. J. Ch. 196), and was applied in *The Celtic King* (1894, P. 175), and more recently in *The Heather Bell* (49 W. R. 577). The Merchant Shipping Acts have contained a provision, now enacted by section 34 of the Act of 1894, that, "except so far as may be necessary for making a mortgaged ship or share available as a security for the mortgage debt, the mortgagee shall not, by reason of the mortgage, be deemed the owner of the ship or share, nor shall the mortgagor be deemed to have ceased to be the owner thereof." From this provision Lord Westbury deduced the rule that the mortgagor was empowered to act as owner in regard to chartering the ship, and therefore to make a charter binding on the mortgagee, so long as the charter did not materially prejudice and detract from or impair the sufficiency of the security comprised in the mortgage. According to this test it was held in *The Celtic King* (*supra*) that a five years' charter was not binding on the mortgagee, since it rendered the ship practically unsaleable, and so prevented the mortgagee from realizing his security; but in *The Heather Bell* (*supra*) a short charter was binding, notwithstanding that it might be disadvantageous. In the present case, if the ships were in fact uninsured against war risks, there could be no doubt that the charters very materially prejudiced the mortgagees' security, and it is not surprising that Channell, J., declared them not to be binding on the mortgagees. The result, however, is one of great hardship to the charterers, who, according to the usual course of business under such charters, had probably paid a large part of the freight in advance, and an immediate hearing of an appeal to the Court of Appeal has been fixed, with the probability of an ultimate resort to the House of Lords.

Right of an Architect to Retain Plans.

We shall probably hear no more of the question whether an architect who has been retained to prepare plans and drawings for a building is entitled to retain these plans and drawings after he has recovered his proper remuneration. In *Gibbon* v. *Pease*, an appeal from a judgment of Ridley, J., was brought last week before the Court of Appeal. The action was by a building owner to recover from an architect plans, specifications, and other documents which he had prepared on behalf of the building owner. The defence was that there was a custom in the profession under which the defendant was entitled to retain the plans. At the trial it was proposed to call a large body of witnesses to give evidence of this custom, but the learned judge refused to receive the evidence, and directed a verdict for the plaintiff. There has always been a strong disinclination among architects to hand over the plans and drawings which they have prepared to their employer or to another architect. So far back as the year 1870, the claim to retain them was insisted upon in the document called The Professional Practice as to the Charges of Architects, published by the Royal Institute of British Architects, and it was also raised in the case of *Ebdy* v. *McGowan*, which came before the Court of Exchequer in that year. In that case the plaintiff had been employed to prepare plans and get tenders for a vicarage, and it was provided that his charges were to be on a

lower scale if no invitations for tenders were issued. The plans were prepared, but the defendant decided not to proceed with the work, and asked for the plans on payment of what was due. The plaintiff declined to give them up, relying upon a custom among architects to retain the plans if the work was not proceeded with. The Court of Exchequer held that this custom, even if proved, was unreasonable; BRAMWELL, B., saying that it was contrary to reason, good sense, and justice that the architect should retain the plans for which he had been paid. *Ebdy* v. *McGowan* was not reported in the Law Reports, the point being probably thought too clear for a report, but the claim continued to be made, though, from a practical point of view, there is little to recommend it. It seems only reasonable that the plans, as records of the construction of a building, should pass into the custody of the owner. Without the plans and drawings there might be great difficulty in tracing the mechanism of such things as house drains, chimney flues, and other arrangements which are not readily accessible. We believe that Mr. AYRTON, as First Commissioner of Public Works, claimed the drawings of the Houses of Parliament from the son of the architect, and recovered them. In *Gibbon* v. *Pease* the architect could only contend that it was the essence of the contract that certain work should be done, and not that certain things should be sold. But this argument would support an artist who had painted a portrait and received his price in refusing to give it up. The court were clearly of opinion that the true effect of the contract was that the plans belonged to the building owner, and the architect must in future be satisfied with a copy of them.

Copyright in Unpublished Letters.

WE READ in one of the weekly papers that some difficulty has arisen between the rival publishers of the letters of CHARLES LAMB (who died in 1834), and that the publication of three or four new letters of LAMB in one of the magazines has raised the question whether there is any real copyright in the correspondence of a man who has been dead for seventy years and has left no direct descendants. It is said that the publisher of a recent edition of LAMB's works (in which are several letters of LAMB hitherto unpublished) contends that he is the owner of the copyright of all the letters of LAMB which have not yet been published and has a veto on the publication of any one of them by any other person. This contention is based upon the proposition that LAMB's executor was Mr. Serjeant TALFOURD, and that the publisher has made arrangements with TALFOURD's executor or the executors of TALFOURD's executor. The newspaper in which we read this statement appears to doubt whether the courts would support a claim to the copyright in unpublished letters seventy years after the death of the writer, and where the right is claimed by representatives who have not the slightest relationship to the writer. We cannot see that the copyright in the letters is affected by the fact that those who claim the copyright are not related to the writer. The law is, of course, that the author of any letter or letters and his representatives, whether the letters are literary compositions or not, possess the sole and exclusive right of publishing them or withdrawing them from publication. This right has always been regarded as part of the property of the writer, and so long as the letters are unpublished, it cannot be subject to the statutory limit of the duration of copyright. The late WILLIAM COBBETT wrote an English grammar in the form of letters to one of his sons. This grammar might have remained unpublished for many years after his death, but there would be nothing to prevent the last of his male descendants from selling it as valuable property to a publisher, and selling the copyright in him. We do not know who were the representatives of SAMUEL PEPYS, but even if his diary had not been in shorthand, we cannot see why a copyright should not have been created in it more than 100 years after his death.

Rent Claimed by Different Parties.

WE READ that a street in the northern suburbs of London is called "The Happy Land," because many of the people who live there have paid no rent for two years. This is said to be owing to a dispute between the ground landlord and lessees, each party giving notice to the tenants in possession not to pay rent to the opposite party, a direction which has been cheerfully obeyed. But it is at least doubtful whether our law would afford an adequate remedy to any one of these tenants who acknowledged his liability for rent, and wished to discharge it as soon as possible. It may be said that he might obtain relief by way of interpleader. But interpleader proceedings are not in good repute. Probably the best course would be for the tenant to give notice that he should pay the rent to his immediate landlord unless, within a time specified, some legal proceedings were taken to restrain him from making the payment.

The March of Officialism.

THE Grand Committee on Law have been discussing this week the Public Trustee and Executor Bill, and in due course no doubt it will be reported to the House of Commons with such amendments as have been suggested by the very cursory examination to which it has been subjected. It is singular that, so far as appears from the report of the proceedings of the committee, no reference has been made to the fact that the question of the administration of trusts was the subject of inquiry by a select committee of the House of Commons ten years ago, and that the report of that committee deliberately set aside the proposal for the establishment of a public trustee, and made the suggestion which was subsequently embodied in the Judicial Trustees Act, 1896. It is worth while to quote the following passage from the report:

> "It is indispensable for the success of any system that it should be inexpensive; that those who administer it should be easily and promptly accessible, and personally ready to take the same steps as a sensible private trustee now takes to acquaint himself with all that belongs to the trusts committed to him. Whether the system is to be worked by an official department, or by a court of justice, or by co-operation between the two, the individual who on any particular occasion manages the trust must not be separated either by official red tape or by judicial etiquette from those with whose interests he has to deal. It must be made clear that he is not a person to be approached by formal proceedings, either of an official or a legal character, requiring to be satisfied of the most trifling fact by prolix and expensive proof, but a man empowered and required to use his own judgment, to make any necessary inquiries for himself, and to take the initiative in the interest of the trust either of his own motion or at the request, however informal, of anyone concerned. If such administrators be made available to any who desire their services, the system would be of the highest utility. But if all that can be offered to the public is an elaborate hierarchy of hardly accessible officials, or a reproduction of the tedious and costly methods of the past, it would be as well to leave things as they are."

It was seen that the conditions thus laid down for any useful intervention by the State were incompatible with the establishment of the office of public trustee, and hence the report made suggestions for the employment of local trustees, either official or non-official, which, as we have said, bore fruit in the following year in the passing of the Judicial Trustees Act, 1896. No doubt it is true that very little has since been heard of the judicial trustee, but that is no reason for setting up the rival system which the Legislature refused ten years ago to countenance. Any one who is dissatisfied with the system of private trusteeship has the alternative already of a judicial trustee, with provision for security of the trust funds and annual audit, and the fact that practically no use has been made of the system is a measure of the absence of any real desire for State interference.

Now, without a word as to the success or non-success of the legislative scheme of 1896, Parliament is asked to introduce "the elaborate hierarchy of hardly accessible officials" which was rejected as worse than useless ten years ago. "There shall be established"—so runs clause 1 of the Bill—"the office of public trustee." Then clause 6 increases the already over-swollen patronage of the Lord Chancellor by placing another lucrative office in his hands. "The Lord Chancellor, with the concurrence of the Treasury, shall appoint a fit person to the office of public trustee during pleasure." Provision follows for the public trustee's salary, and for the employment and payment of the army of officials who are to serve under him. "The holder of the office of public trustee shall receive such salary as the Treasury from time to time assign. He may employ such officers and persons as, subject to the sanction of the Treasury, he may find neces-

sary for the purposes of this Act, and those officers and persons shall be remunerated at such rates and in such manner as the Treasury may sanction. He shall, if so directed by the Treasury, with the concurrence of the Lord Chancellor, maintain branch offices for the purpose of the transaction of business elsewhere than in London." Of course the expenses, except so far as met by fees, are to be paid out of moneys provided by Parliament, and the only provision which we miss is the allocation of a quarter of a million out of public moneys to provide a home for the new department. Doubtless that will come later.

Here, then, we have a scheme under which a nucleus of officials are to be immediately appointed, capable of indefinite increase and of expansion to all parts of the country, and all to satisfy a want which has no existence. So far as any persons other than private trustees are required, they are furnished by judicial trustees. The present scheme is no more than an attempt to introduce officialism in matters where it will be a source, not only of expense, but also of continual annoyance and trouble. "Oh," say the promoters of the Bill, "it is merely experimental. Look at clause 16." Certainly clause 16 is interesting reading: "If at any time within five years from the commencement of this Act the Lords Commissioners of the Treasury and the Lord Chancellor shall be of opinion that no beneficial purpose is served by the continuance of the office of public trustee hereby created," then follow provisions for its abolition, and in the meantime no vested interests are to be created. Truly in vain is the net spread. We have heard before of experimental officialism, and we have flagrant proof that, once established, it ceases to be experimental. The Land Registry Office is moving heaven and earth to prevent any inquiry into its utility, and yet the officials in charge of it are safe in the enjoyment of their offices, and if the worst comes to the worst, have always the £12,000 or so a year provided by the Middlesex Registry to fall back upon. What will be the case five years hence with the public trustee and his retinue when he is politely told that his office is superfluous and must come to an end? What efforts there will be to conceal the uselessness of the department and to prevent the officials being relegated to private life!

But the scheme is simply part of the larger question, to what extent officialism shall be permitted to permeate the everyday life of the people, and to compel them to transact, through all the routine and delay of a public office, matters of a private nature which are now transacted by private individuals. Where these matters need to go beyond the trustees themselves they go to the family solicitor, who probably knows all the circumstances better than the trustees, and who in many instances has been the trusted adviser of the family for years. Suppose the trust transferred to a public office. No step can then be taken without first approaching some inferior clerk, and when at length the applicant arrives at a responsible official, he finds in him a perfect stranger, and a stranger who acts in accordance with the dilatory and unobliging traditions of official life. If any legal complication arises, the applicant will be referred, not to his own solicitor, but to some firm to whom the department sends all its work, and again he will have to go into his case with strangers. If such a system is to make any progress in this country, where the position of trustees and of their solicitors is so well known, we shall be very much surprised. As a voluntary system it will succeed no better than registration of title. Then we shall have the inevitable agitation for compulsion. The public trustee will have to justify his existence, and it will be necessary to persuade the political party which then happens to be in power that the people who decline to see the advantages of a public administration of trusts are wilfully blind, and that a paternal Government must force on them the benefits they ungratefully decline to take for themselves. There we have the whole spirit of officialism; and if the present Bill is allowed to pass, a long step will have been taken towards making officialism the dominant factor in everyday life. Hitherto this has been opposed to the genius of Englishmen. We have preferred to manage our own affairs ourselves, or by agents whom we choose and in whom we place confidence. Officialism stands for expense, vexation, and delay. As a very timely proof we may refer to the letter on the subject which we print elsewhere.

The Remoteness of Contingent Remainders.

II.

The Instant from Which Time Begins to Run.—The time from which the period within which an interest must vest so as to avoid remoteness begins to run is the time at which the settlement takes effect—*i.e.*, where the settlement is made by act *inter vivos*, from its date, and, where it is made by will, from the death of the testator.

It should, perhaps, be noticed that the rule only says that an estate must vest within the prescribed period; it has nothing to do with the termination of the estate, as, if it had, an estate in fee simple would be bad. Again, a limitation to an unborn person for life or in tail is valid, assuming that his estate commences within the prescribed period, although it may expire after the end of that period.

Effect of Remoteness on Prior Limitations.—Where a future limitation is invalid under the rule, the prior interests take effect in the same manner as if the limitation of the invalid interest had not been made. Two cases may occur. *First*, where there is a conditional limitation purporting to determine the prior estate at a time which is too remote; in this case the prior estate will not be determined by the performance of the condition, as, for example, a limitation to A., a bachelor, for life, with remainder to his children in fee simple, with a gift over if they all die under twenty-five. Here the gift over is too remote; it is incapable of taking effect, and the children take absolute estates in fee simple. *Second*, where the prior interest is for life or other limited interest, and the subsequent interest is void for remoteness; in this case the prior interest takes effect in the same manner as if no limitation of the subsequent interest had been contained in the settlement.

Effect on Subsequent Limitations.—As already stated, a vested remainder cannot be too remote, and therefore it is not affected by the remoteness of prior limitations. Let the limitations be to A. for life, remainder to his eldest unborn son for life, remainder to the eldest son of such unborn son, remainder to B. in fee. B.'s estate is not too remote, though the preceding estate to the unborn child of the unborn child is too remote. The question, however, arises whether a subsequent contingent remainder which must vest within the period prescribed by the rule as to remoteness is valid. As pointed out in Gray on Perpetuities, s. 251, on principle, such a remainder is valid. According to *Beard* v. *Westcott* (5 Taunt. 393) the remainder is valid, but according to the same case (5 B. & Ald. 801) it is invalid. The latter view was taken in *Monypenny* v. *Dering* (2 D. M. & G. 145), and was applied to a trust of personalty in *Re Thatcher's Trusts* (26 Beav. 365) and *Burley* v. *Evelyn* (16 Sim. 290). But the question appears to require reconsideration.

No Lives Taken as Part of the Period.—If no lives are taken as part of the period, the term of twenty-one years cannot be exceeded. A common example is where a testator makes a gift to the unborn children of another person who attain twenty-four (*Bull* v. *Pritchard*, 1 Russ. 213), in which case the gift is void unless the limitations are legal and the gift to the children is in remainder after a life interest, in which case the gift to the children is a contingent remainder, and if no child has attained twenty-four at the death of the tenant for life, it fails, but if any children have attained twenty-four at that time, it vests in them to the exclusion of those who have not attained twenty-four: *Festing* v. *Allen* (12 M. & W. 279), *Brackenbury* v. *Gibbons* (2 Ch. D. 417). In each of these cases the gift was to children at twenty-one, but the reasoning applies to children who attain twenty-four. The latter case was decided on the ground that the limitation to the children was a contingent remainder, but it is by no means clear that it would not now be construed as an executory devise: *Re Lechmere and Lloyd* (18 Ch. D. 524), *Miles* v. *Jarvis* (24 Ch. D. 633).

Possible, not Actual, Events.—In the application of the rule possible, not actual, events are to be considered: *Jee* v. *Audley* (1 Cox 324), *Dungannon* v. *Smith* (12 Cl. & Fin. 546). Thus, to take the case of a trust for A., a bachelor, for life, with remainder to any woman whom he may marry, with remainder

to the children of A. who may be living at the death of the survivor of A. and his wife; the gift to the children is, as we have already seen, too remote, and the case would be the same even if the person whom A. marries were alive at the date of the settlement. The case where the limitations are legal will be discussed hereafter.

Tests of Gift Not Being Too Remote.—In order that a gift may not be too remote the following matters must be observed:

First, the person to take must be ascertained within the prescribed period: *Stuart* v. *Cockerell* (L. R. 5 Ch. 713), *Re Hargreaves* (43 Ch. D. 401).

Second, his interest must vest within that period: *London and South-Western Railway Co.* v. *Gomm* (20 Ch. D. 562), *Dunn* v. *Flood* (25 Ch. D. 629).

Third, the amount of his interest must be ascertainable within that period: *Curtis* v. *Lukin* (5 Beav. 147).

A common example of this is a gift, not being a legal remainder, to such of the children of a living person as attain twenty-five. Assuming that the words of the gift are such that the gift is not to vest in a child until it attains twenty-five, the gift is bad, notwithstanding that some of the children may be *in esse* at the time when the settlement takes effect; for the class who are to take may comprise persons who are not born at that time, so that the shares of those who are *in esse* may be diminished by an event which is too remote: *Leake* v. *Robinson* (2 Mer. 363), *Pearks* v. *Moseley* (5 App. Cas. 725).

Contingent Remainders After a Life Estate.—Notwithstanding some remarks to the contrary (*Cole* v. *Sewell*, 4 Dr. & War. 29), the rule as to remoteness applies to legal contingent remainders (Fearne C. R. 502), but the application of the rule is not easy.

Let the legal limitation be to A. for life, with remainder over on a condition which appears to be too remote. It will be observed that the remainder will necessarily fail, independently of the rule as to remoteness, unless the condition is performed in A.'s lifetime, so that the vesting, if it takes place, must take place during A.'s lifetime—*i.e.*, within the prescribed period, and therefore is not void for remoteness: see Butler's note to Fearne C. R. 500. Thus, if the limitation be to A., a bachelor, for life, with remainder to his eldest son if he attains twenty-four, the limitation is not too remote, as if the eldest son does not attain twenty-four in A.'s lifetime, his remainder fails for want of support, so that, in effect, the limitation is "to the eldest son of A. if he attains twenty-four during A.'s lifetime." The case would have been different if the limitations had been equitable, as in this case the remainder would not have failed for want of support, and would therefore be void for remoteness.

Effect of the Land Transfer Act, 1897.—On the death of a person after 1897 the land of which he is seised in fee simple vests in his personal representatives from time to time as if it were a chattel real, and, subject to applying the same in due course of administration, the personal representatives are to hold it "as trustees for the persons by law beneficially entitled thereto." It will be observed that the provisions of the Act apply notwithstanding any testamentary disposition (section 1 (1)). If the limitations of the will are legal and the meaning of the words referred to is "the persons who would by law be beneficially entitled thereto if this Act had not passed," the Act appears to have no effect in rendering a legal contingent remainder too remote. If, on the other hand, the meaning of the words is, "the persons who are by law, as altered by this Act, beneficially entitled thereto," the case is different, as the limitations, though expressed to be legal, are, by the Act, rendered equitable, and, therefore, in some cases would be too remote. It is not possible to express a very decided opinion on the question, but probably it will be held that the former is the true meaning of the Act.

H. W. E.

(*To be continued.*)

Mr. Justice Darling appears, says the *World*, to be revelling in the case which Captain Fraser is bringing against Mr. George Edwardes. Never in his life have his little jokes—some of them really quite amusing—"gone" so well. It is proverbial that actors make a fine audience; and although the etiquette of the court does not permit of volleys of applause, it does, at any rate in the court presided over by Mr Justice Darling, allow continual "roars of laughter."

The Bill to Amend the Law of Trade-Marks.

THE Bill to "consolidate and amend the law relating to trade-marks" which, as we previously mentioned, was recently introduced in the House of Commons by Mr. FLETCHER MOULTON, K.C., M.P., acting in collaboration with the London Chamber of Commerce, has now been read a second time without opposition and referred to a Select Committee. The Select Committee has been appointed, and its composition seems to us to be open to question; the majority of the members are lawyers, and only one-third are commercial men. As the Bill is a purely commercial measure, these proportions should have been reversed.

This Bill, which, after it has passed into law, supersedes the Act of 1883 so far as relates to trade-marks, consists of eighty-two clauses, and has Rules of Procedure to the number of 104 scheduled thereto. It is obviously impossible for us in the limits of our space to go through the clauses and Rules and to indicate all the changes which are proposed to be made thereby. Many of them are alterations only in matters of detail and of procedure, but some of the proposed alterations are of such great importance that we propose to draw the attention of our readers to them. Before doing so, we may remark that, speaking generally, the Bill seems to us an honest attempt to put the law of trade-marks on a satisfactory basis, and to remove some of the chief defects in the present law which have proved so detrimental to the interests of the commercial community.

The definition of a registrable trade-mark is a matter of paramount importance, and this is provided by the ninth clause of the Bill, as follows: "A registrable trade-mark must contain or consist of at least one of the following essential particulars: (1) The signature (or the name or trading style written in some particular and distinctive manner) of the firm applying for registration, or of some predecessor in its business; or (2) an invented word or invented words; or (3) a word or words having no obvious reference to the character or quality of the goods, and not being in its ordinary signification a geographical name or a surname; or (4) a mark which (while not coming within any of the above classes) is nevertheless of a distinctive character so as to be adapted to distinguish practically the goods of the proprietor of the trade-mark from those of other firms."

In reading this Bill it is necessary to bear in mind that by the definition clause "firm" includes a corporation, company, or person carrying on business; and "person" includes a corporation, company, or firm. The ninth clause will effect the following important alterations in the existing law: First, a man will be able to register as a trade-mark, not only his own signature, but the signature of a predecessor in business; and not only his own name, but also his trading style, provided it is written in a particular and distinctive manner. Secondly, a word which has reference to the character or quality of the goods will become registrable, unless that reference is an "obvious" reference. This will deal a death-blow to the present absurd practice of the Patent Office of refusing registration of a word if the ingenuity of an official can extract out of it any reference to the character or quality of the goods, however recondite. Thirdly, any mark will be registrable if it is of such a distinctive character as to distinguish the goods of the owner from the goods of other persons in the same trade; and in determining whether a mark is distinctive the result and effect of user prior to the application to register may be taken into consideration—*i.e.*, if a mark has been in actual use, and it is recognized by the trade and the public as distinctive of the goods of the owner, it will be a registrable mark.

The system of disclaimers too is radically altered by the Bill. At present if there is anything in a trade-mark which is applied for that has to be disclaimed by the applicant, because he is not entitled to or does not wish to claim the exclusive right thereto, the disclaimer must be inserted in the application. Under the new system an applicant will apply for his trade-mark as a whole, and then under clause 15 of the Bill, the Registrar, or, in the event of an appeal, the Board of Trade or the Court, in deciding whether such trade-mark should be entered upon the register, may require that the proprietors shall disclaim any right to the exclusive use of any part or parts of the trade-mark and also of any matter common to the trade to the exclusive use of which he is held not to be entitled; and then the clause contains the important proviso that no disclaimer upon the register shall affect any rights of the proprietor of a trade-mark, except such as arise out of the registration of the trade-mark in respect of which the disclaimer is made. This will enable the proprietor of a trade-mark in a proper case to maintain a passing-off action in respect of the use by the defendant of matter disclaimed on registration, a thing which, under the existing state of the law, it is, to say the least, doubtful whether he can do.

Another important, but rather complicated, clause of the Bill is the thirty-seventh, which provides that a registered trade-mark may be taken off the register by the Court on the ground of want of *bonâ fide*

user for a certain period, unless it is due to special circumstances in the trade, and not to any intention to abandon the mark.

Clause 41 of the Bill is a very important one. It has long been considered by commercial men as a very great hardship that a trade-mark which has been upon the register without question for a number of years should be liable to be taken off the register, and in some quarters it has been urged that five years' registration ought to give an indefeasible title to a registered trade-mark. The clause now under notice does not go to that extent, but it provides that, "subject to the provisions of this Act relating to identical trade-maks, in all legal proceedings (including applications under section 35 of this Act) the registration of a firm as proprietor of a trade-mark shall be conclusive evidence of their right to the exclusive use of such trade-mark upon or in connection with any goods or classes of goods in respect of which it is registered, and of the validity of the registration of such trade-mark after the expiration of *five years* from the date of such registration (or *five years* from the passing of this Act, whichever shall last happen), unless such trade-mark has been abandoned by non-user in respect of such goods or classes of goods so as to be liable to be struck off the register in respect thereof under the provisions of section 37 of this Act, or unless there has been fraud in the registration, transmission, or user of such trade-mark."

The alterations of the existing law proposed to be made by the Bill to which we have previously alluded meet with our entire approval, but we must now mention a proposed alteration as to the propriety of which we entertain the gravest doubt.

The 35th clause of the Bill provides for the rectification of the register by the Court on the application of any person aggrieved. Under this clause the entry of a trade-mark on the register may be made, expunged, or varied, as the court thinks fit, but subject, of course, to the provisions of clause 41. Now, the clause under consideration (35), after providing for applications thereunder by persons aggrieved, proceeds as follows: "(3) In case of fraud in the registration, transmission, or user of a registered mark, or false entry, or any special circumstances rendering such application necessary, the Registrar may himself apply to the Court under the provisions of this section." Even if it be right to give the Registrar this power where there has been fraud in the registration, transmission, or user of a mark, or there has been a false entry on the register, to give him power to apply to the Court to take a mark off the register under any other circumstances appears to us to be highly undesirable; and it must be borne in mind that if the Registrar makes such an application, and fails, he cannot be ordered to pay the costs which the proprietor of the registered mark has been put to in defending his mark; and this appears to us to be highly unjust. This sub-section (3) most certainly ought not to stand as part of the Bill unless the Registrar is made liable to pay the costs of an unsuccessful application by him thereunder. Even if the sub-section were amended by making him so liable, we still think that it is an unnecessary provision. If a trade-mark is wrongly on the register it ought not to remain on the Register because of the injury that it may do either to the trade generally or to some particular individual. Such individual or any member of the trade could apply as a person aggrieved to have the mark taken off; and if no such application is made, it obviously shews that the registration is not injurious to anybody; if it is not so injurious, why should the Registrar or any other official be placed in the position of being able to bring the matter into court? The sub-section makes the registrar a sort of grand inquisitor in the matter of registered trade-marks, and puts him in a position which, in the interests of proprietors of registered trade-marks, he ought not to be allowed to occupy.

These remarks are, of course, not exhaustive of our criticisms on the Bill, but they indicate what appear to us to be practically its most important provisions.

In the House of Commons on Wednesday, Mr. Stevenson (Suffolk, Rye) asked the First Lord of the Treasury whether he was aware that the average administrative expenses of the Ecclesiastical Commissioners for England, paid out of their common fund (including fees to architects and surveyors and such legal expenses as were defrayed from the said fund) during the financial years 1902, 1903, and 1904, were more than £50,000 per annum, and that the total administrative expenses of the commissioners paid out of the above-mentioned fund, and including the above-mentioned expenses, for the years 1890 to 1904, both inclusive, amounted to nearly £750,000; and, if so, whether, having regard to the importance to the parochial clergy of an economical administration of the funds and properties of the commissioners, he would direct an inquiry by the Treasury into the present administration thereof, or appoint a commission or committee for that purpose. Mr. Balfour said that the average administrative expenses of the Ecclesiastical Commissioners appeared to have been as stated in the question. The total administrative expenses had increased, but he was informed that a large share of the administrative expenses of the commissioners was attributable to the sales and purchase of land and other transactions for the benefit of their estates. He saw no reason for an inquiry.

Reviews.

Costs.

SUMMERHAYS AND TOOGOOD'S PRECEDENTS OF BILLS OF COSTS IN THE HOUSE OF LORDS, THE PRIVY COUNCIL, THE COURT OF APPEAL, THE HIGH COURT OF JUSTICE (INCLUDING LUNACY, BANKRUPTCY, AND COMPANIES' WINDING UP), THE MAYOR'S COURT, LONDON, AND THE COUNTY COURTS; AND IN CONVEYANCING, ARBITRATION, PROBATE (NON-CONTENTIOUS) AND ADMINISTRATION; AND ON PASSING ESTATE DUTY, RESIDUARY, AND SUCCESSION ACCOUNTS. WITH STATUTES AND RULES OF COURT RELATING TO COSTS; SCALES OF ALLOWANCES AND COURT FEES; DIRECTIONS FOR TAXING; AND FORMS OF AFFIDAVITS OF INCREASE AND OF OBJECTIONS TO TAXATION; AND APPENDICES. EIGHTH EDITION. By THOMAS CHARLES SUMMERHAYS and C. GILBART BARBER, Solicitors. Butterworth & Co.

The present edition of this useful work has been largely recast in order to meet changes in practice. There has been, for instance, the fusion of the taxing departments of the King's Bench and Chancery Divisions, and the introduction of clause 29 of R. S. C. ord. 65, r. 27 in its present form, so as to direct the taxing-master on taxation to allow all costs, charges, and expenses proper for the attainment of justice or for defending the rights of any party. But though, presumably, the general effect is to assimilate the costs in the two divisions, practical requirements point to the advisability of still keeping the precedents distinct, and this is the course which the editors adopt. A reference to the title-page will shew the completeness with which costs of all kinds have been dealt with, both litigious and non-litigious. In conveyancing the editors point to the changes which have been caused in districts where registration has become compulsory. Whether the importance of this subject will increase or decrease only time can shew. In the general arrangement of the work several alterations have been made, with a view to rendering it more serviceable to practitioners. Thus the side-notes have been increased, thereby facilitating the finding of any particular item, and the scales of court fees are placed in their respective sections instead of being relegated to the appendices. It is an unwelcome necessity that compels a solicitor in litigious business to get his remuneration by charging for each item of work done, and the making out of the bill of costs is a troublesome matter, which only survives because no better expedient has hitherto found favour. In practice the client is only concerned with the lump sum. It is some set-off to the disadvantages of the system that the scale contained in Appendix N to the Rules of the Supreme Court is no longer absolute, and that, according to *Re Ermen* (51 W. R. 475; 1903, 2 Ch. 156), the amounts of the items may be increased if the work done so requires. It should be noticed that precedents of costs in the commercial court have been included, and county court costs are fully dealt with.

Agricultural Law.

DIXON'S LAW OF THE FARM: INCLUDING THE CASES AND STATUTES RELATING TO THE SUBJECT AND THE AGRICULTURAL CUSTOMS OF ENGLAND AND WALES. SIXTH EDITION. By AUBREY JOHN SPENCER, M.A., Barrister-at-Law. Stevens & Sons (Limited).

To bring this work up to date it has been necessary to incorporate a large number of recent cases, and also some new legislation—chiefly the changes in regard to compensation for improvements made by the Agricultural Holdings Act, 1900. The first part of the book deals with the land of the farm, including chapters on rights of way, highways, trees and fences, water, and rates; the second with the stock, crops, and labour of the farm; and the third with the law of landlord and tenant. The subject of highways has been considered in several recent cases, notably in regard to the width which is dedicated to public use, and among the cases noted to which it is now useful to refer are *Belmore* v *Kent County Council* (1901, 1 Ch. 873) and *Harvey* v. *Truro Rural Council* (1903, 2 Ch. 638). The chapter forms a very complete compendium of highway law, but it may be noted for correction in a future edition that the correct name of a case referred to on p. 51 is *Souch* v. *East London Railway Co.* (L. R. 16 Eq 108, 42 L. J. Ch 477). In the chapter on fences, *Marshall* v. *Taylor* (1895, 1 Ch. 641) is a useful modern application of the presumption as to the ownership of a ditch, though a more diligent search would have revealed the still later case of *Craven* v. *Pridmore* (17 T. L. R 399; C. A. 18, T. L. R. 282). It may be noticed that in the matter of references the editor does not adopt the plan of giving references to all the current reports in the table of cases. It is laborious, no doubt, to the compiler, but very useful to the practitioner. The third part gives a convenient summary of the law of landlord and tenant, but surely it is a little old-fashioned to say that "demise, grant, and to farm-let"

are the usual words in a lease. A modern draftsman happily is not so lavish of his language. A similar remark does not apply, however, to the citation of cases. Judicial authority has been busy of late years in this branch of the law, and many recent cases have been added. A useful feature of the work is the statement of agricultural customs which is contained in Appendix II., the customs being arranged under counties alphabetically. The work shews throughout marks of very careful editing.

The Stock Exchange.

A TREATISE ON THE LAW OF THE STOCK EXCHANGE. By WALTER S. SCHWABE and G. A. H. BRANSON, Barristers-at-Law. Stevens & Sons.

We have not come across a better book than this on the law of the Stock Exchange, and we can fully recommend it to the profession and the public as a reliable guide to this important branch of business law. We learn from the preface that the book owes its origin to Mr. Rufus Isaacs, K.C., who had intended to join in its ownership; but it is not surprising to hear that he found his time too fully occupied to carry out his intention. The authors, however, have had the great advantage of his advice and assistance, and of access to most of the numerous opinions he has written on the subject. Dr. Richardson, the official assignee of the Stock Exchange, has also advised and assisted, especially with regard to the parts of the book dealing with the practice of the Stock Exchange and with default. A book on this subject could not make its appearance under more distinguished sponsors; and it need hardly be said that the value and authority of the book is much increased by their association with its production. The authors have carefully avoided prolixity; but their work, while concise, is at the same time most comprehensive, and anyone referring to it on any point of difficulty is almost sure to find valuable assistance in solving that difficulty. Not only is the law expounded, but the whole practice and course of business is explained; and a large amount of useful information is given. The style is clear and readable, and the print and paper are good. The Rules of the Stock Exchange are added as an appendix.

Books Received.

The English Reports. Volume XLIX.: Rolls Court II., containing Beavan, vols. 3 to 7. W. Green & Sons, Edinburgh; Stevens & Sons (Limited).

Lunacy Practice. By N. ARTHUR HEYWOOD and ARNOLD S. MASSEY, M.A., Solicitors. Second Edition. By the AUTHORS, with the assistance of CHARLES GARNETT, M.A., LL.M., Barrister-at-Law. Stevens & Sons (Limited).

The Principles of Bankruptcy, embodying the Bankruptcy Acts, 1883 and 1890, and the Leading Cases Thereon, Part of the Debtors' Act, 1869, the Bankruptcy Appeals (County Courts) Act, 1884, the Bankruptcy (Discharge and Closure) Act, 1887, the Preferential Payments in Bankruptcy Acts, 1888 and 1897, the Leading Cases on Bills of Sale; with an Appendix containing the Schedules to the Bankruptcy Act, 1883, the Bankruptcy Rules, 1886 to 1905, the Rules as to the Committal of Judgment Debtors and as to Administration Orders, Regulations issued by the Bankruptcy Judge, a Scale of Costs, Fees, and Percentages, the Bills of Sale Acts, 1878, 1882, 1890, and 1891, and the Rules Thereunder, the Deeds of Arrangement Act, 1887, and the Rules Thereunder. By RICHARD RINGWOOD, M.A., Barrister-at-Law. Ninth Edition. Stevens & Haynes.

The Secretary's Manual on the Law and Practice of Joint Stock Companies, with Forms and Precedents. By JAMES FITZPATRICK, Fellow of the Institute of Chartered Accountants, and T. E. HAYDEN, M.A., Barrister-at Law. Tenth Edition. Jordan & Sons (Limited).

Mr. Justice Phillimore is, says the *Times*, suffering from an attack of bronchial catarrh, and, acting on medical advice, he will not attend the Law Courts this week, but expects to resume his seat there on Monday next.

Scottish lawyers are, says the *Daily Mail*, indignant at the appointment of Mr. R. M. Prescott, town clerk of Fulham, to the town clerkship of Glasgow. An indignant mass meeting of the Faculty of Procurators of Glasgow was held this week and a resolution condemning the appointment of Mr. Prescott was passed. Mr. David Murray, a prominent local lawyer, described the latest move of the corporation as "a violation of propriety and immemorial usage." It was, in fact, he said, a breach of trust. They wanted some one to keep the peace in Glasgow Town Council, he continued, but they did not want a "chucker-out." The English people did not seem to know that Scots law differed from English law, and to bring an unqualified man to administer it there was absurd.

Correspondence.

Officialism.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The march of officialism proceeds apace.

The Land Registry is doubtless a great blessing, but I have not found it so for my clients. The fact is that there has been much depression in business the last few years, and the volume of sales, purchases, &c., is much contracted. The result has been that the inconveniences of registration have not been felt to anything like the same extent to which they would have been felt in more normal times, and the complaints are less accordingly. This should be borne in mind in any extension of the system of officialism.

Now certain Members of Parliament propose an extension in the shape of a Bill for the appointment of a Public Trustee on the lines of the system in operation in New Zealand. It so happens that I have had some recent experience of this happy colony possessing the double blessing of a system of registration and a Public Trust Office.

I had to sell a very small property in New Zealand which had to be done through the latter office. At the outset the solicitor to the office wrote to me with pardonable pride that "New Zealand is ahead of any other British possession in having an office such as the Public Trust Office."

Well, this is how it worked out:

The property was sold by him for £250 nearly three years ago. The Public Solicitor then reported that he could not attend to the matter and had referred it to their "outside solicitors." I have in vain complained of the delay, and an abatement has been forced on me reducing the purchase-money to £220. I have just received the amount on the completion of the business. It shews the following deductions: Commission to agent for sale, £10; fee for survey, £12 12s.; charges of the Public Trustee (who could not attend to the business), £7 5s.; charges of the "outside" solicitors, £16 18s. 6d. (three times our scale); and charges of some other "agents," apparently employed to help the latter, £3 13s. 6d. These, with court fees and other disbursements, make a nice little total of £63 odd from this small purchase-money of £220.

I cannot believe that so much delay would have taken place or so much expense have been incurred if I had been at liberty to choose and instruct my own agent, or, in other words, if I had been free from officialism. V. I. CHAMBERLAIN.

48, Finsbury-square, London, E.C., March 29.

[See observations in Leader.—ED. *S.J.*]

Cases of the Week.

Court of Appeal.

GIBBON *v.* PEASE. No. 1. 24th March.

ARCHITECT—BUILDING OWNER—ALLEGED RIGHT OF ARCHITECT TO KEEP HIS PLANS—CUSTOM OF THE PROFESSION—INADMISSIBILITY OF EVIDENCE OF CUSTOM.

This was an appeal by the defendant, an architect and surveyor, from a judgment of Ridley, J., who tried the action without a jury. The action was brought by a building owner to recover possession of certain plans and specifications which he had retained the defendant to prepare for him under the following circumstances: There were several houses in Queen's-road, Bayswater, which were owned by the plaintiff, and he thought it would be to his advantage to convert the upper part of these houses into residential flats. With this view he engaged the services of the defendant, agreeing to pay him 5 per cent. on the contract price. The defendant thereupon prepared the plans and got out specifications, and the proposed alterations were carried out and the work completed by June, 1903. The plaintiff paid the defendant his fee, and claimed to have the plans and specifications handed to him. This the defendant declined to do, alleging that it was not usual, and that according to the well-recognized usage or custom of the profession, adopted as the rule on this question by the Royal Institute of British Architects, plans and specifications remained the property of the architect. At the trial counsel on behalf of the defendant proposed to tender evidence to prove this alleged custom, but, on the authority of *Ebdy* v. *M'Gowan* (2 Hudson on Building Contracts 7), the learned judge held the evidence inadmissible, and entered judgment for the plaintiff. The head-note in that case runs as follows: "The plaintiff, an architect, had been employed by the defendant to prepare plans and get tenders for a vicarage. The payment was to be 5 per cent. on the money expended if the vicarage was completed. If the tenders were obtained and the work not commenced, 3 per cent. of the estimated cost; if no invitations for tenders were issued, 2½ per cent. The plans were prepared and the defendant then changed his mind and declined to proceed with the building, and wrote the plaintiff offering to pay and asked for the plans. The plaintiff declined to give up the plans and sued for payment, and set up the custom amongst architects to retain their plans if the work was not proceeded with. Held, that such custom, even if proved, would be

unreasonable, and that the defendant need not pay for the plans unless he got them." The defendant appealed. For the appellant it was contended that the contract was not to sell the plans, the contract being to pay for work and labour done at the plaintiff's request. There was no reason why an architect should not use the plans in any future work done for his client. The case of *Ebdy* v. *M'Gowan* did not apply because it could be distinguished on the facts from the present case. Without hearing counsel for the respondent,

COLLINS, M.R., gave judgment. He said the short point was whether an architect who had received a general retainer to superintend building works, and was to be paid for his services in the usual way by a percentage reckoned on the contract price, was entitled on the completion of the work to retain the plans he had prepared, or whether the building owner was entitled to them. In his opinion the judgment in *Ebdy* v. *M'Gowan* governed this case. That was a decision of the Court of Exchequer, and it was pleaded that there was a custom in the profession that decided the question in favour of the architect. But it was there held that if the custom existed, even if it were proved, it would be unreasonable, and that the building owner need not pay for the plans unless he got them. In his opinion the principle relied on by the defendant here was just as much involved in the question raised for decision in that case as in this. If the custom could have been justified in the one it could equally have been justified in the other. It was held bad by the judges of the Exchequer Chamber, and they were bound to come to the same conclusion in the present case. I dismiss the appeal.

MATHEW and COZENS-HARDY, L.JJ., gave judgment to the same effect, and the appeal was accordingly dismissed with costs.—COUNSEL, *Montague Shearman*, K.C., *H. T. Kemp*, K.C., and *Morle*; *Danckwerts*, K.C., and *Gatehouse*. SOLICITORS, *Gibbon & Moore*; *C. Robinson & Co.*

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re **MAIRE. MAIRE** *v.* **DE LA BATUT.** Farwell, J. 22nd March.

WILL—ADMINISTRATION — INVESTMENT — PROHIBITED INVESTMENT UNDER TRUSTEE ACT, 1893—NATIONAL DEBT (CONVERSION OF STOCK) ACTS, 1884 AND 1888.

Summons. A testator, P. F. Maire, by his will dated the 26th of January, 1883, directed that his trustees should not "unless absolutely necessary, sell or convert into money any part of his estate which should consist of 3 per cent. Consolidated Bank Annuities or New 3 per cent. Annuities of the British Government." There was a further trust to sell and convert all the testator's residuary trust funds and "to invest the same in or upon 3 per cent. Consolidated Bank Annuities and New 3 per cent. Annuities of the British Government so that so near as may be, or so near at least as my trustees shall think fit, one-half of the said trust moneys and premises shall be invested in one of such stocks and the other half in the other of such stocks." The testator died on the 25th of September, 1887. At the time of his death he was not in fact possessed of any 3 per cent. Consolidated Bank Annuities or New 3 per cent. Annuities, having converted them into 2¾ per cent. Consolidated Annuities under the National Debt (Conversion of Stock) Act, 1884. The testator's estate now held £84,210 of this stock and £8,618 2¾ per cent. Consols. The trustees of the estate were desirous of changing the investments of these funds, and the questions before the court were (1) Whether the prohibition in the will on selling 3 per cent. Annuities applied to the 2¾ per cent. Annuities into which that stock had been converted by the testator; (2) whether the direction to invest the residuary estate in 3 per cent. stock limited the powers of investment of the trustees within the meaning of the Trustee Act, 1893, ss. 1 and 2, or whether they had power to invest in all authorized securities. For the trustees it was argued on the first point that, since the testator had converted his holding of 3 per cent. stock under the Act of 1884, an Act under which conversion was voluntary, a gift by him of his 3 per cent. stock would have been thereby adeemed. This principle would shew that the specific direction in the will could be referred only to this particular stock. Further, in the compulsory Act of 1888, s. 25, there was an express provision against ademption of specific bequests.

FARWELL, J., held that though the change from 3 per cent. to 2¾ per cent. stock was made merely by an entry in the books of the Bank of England, and there was no actual sale and reinvestment necessary, yet in view of the fact that the change was optional under the Act of 1884, and that there was an express clause preventing ademption in the Act of 1888, the provision as to not selling 3 per cent. stock could not be held to apply to the 2¾ per cent. stock, and that the trustees had power to sell.

On the second point it was contended, on behalf of the trustees, that the direction in the will to invest all proceeds of sale of the trust funds in two classes of 3 per cent. Annuities was not an "express prohibition" against investing in any other securities within the meaning of the Trustee Acts, 1889 and 1893: *Re Overy* (49 W. R. 45; 1900, 2 Ch. 524) and *Re Dicks* (39 W. R. 225; 1891, 1 Ch. 423; 1892, A. C. 112). For some of the defendants it was argued that an express direction to invest in certain funds in certain proportions, as here, was an express prohibition within the meaning of the Trustee Acts. The Act of 1893, in section 2, used the words "unless the contrary is expressed" as equivalent to "expressly prohibited," and in this case the contrary was expressed. The National Debt Act of 1888 provided that a direction to invest in 3 per cent. stock should be satisfied by investment in the new 2¾ per cent. stock.

FARWELL, J., in his judgment, said: Trustees must be protected, and unless they find negative words there is no reason why it should be a breach of trust to change the investments of their trust funds. The series of measures passed to enlarge the powers of trustees are enabling statutes applicable to all trusts before the Acts as well as after, and the way to see what trustees may do is to follow Lord Field in *Re Dicks*, and read into the will in question the words of the enabling Act of 1893. If this is done the list of authorized investments is added to those prescribed by the testator, there being in this instance no such express veto as the Act requires. I therefore hold that the trustees have power to invest on trust securities. —COUNSEL, *Butcher*, K.C., and *Tomlin*; *R. J. Parker*; *Upjohn*, K.C., and *Beddall*. SOLICITORS, *Bircham & Co.*; *Bensons & Llewelyn Davies*.

[Reported by C. H. CARDEN NOAD, Esq., Barrister-at-Law.]

PAWLEY *v.* **PAWLEY.** Buckley, J. 17th March.

MARRIED WOMAN—RESTRAINT ON ANTICIPATION—REMOVAL—COSTS—MARRIED WOMEN'S PROPERTY ACT, 1893, s. 2.

Motion. By the judgment, delivered on the 9th of December, 1904, in an action in which Lucy Dresel (a married woman) was named as one of the plaintiffs it was ordered that the action be dismissed with costs, such costs when taxed to be paid by the plaintiffs to the defendant, as to the plaintiff Lucy Dresel out of her separate property as thereinafter mentioned and not otherwise; and it was ordered that execution thereon against the plaintiff Lucy Dresel be limited to her separate property not subject to any restraint upon anticipation unless by reason of section 19 of the Married Women's Property Act, 1882, such property should be liable to execution notwithstanding such restraint; and liberty was given for the defendant to apply as to enforcing payment of the said costs when taxed, as regards the plaintiff Lucy Dresel, out of any of her property which was subject to restraint on anticipation and otherwise as he might be advised. The costs were taxed and certified at £125 11s. 6d., and the defendant was unable to obtain payment thereof. Lucy Dresel was entitled under the will of C. Pawley, deceased, to the income during her life of a share in the testator's estate for her separate use without power of anticipation. The trustees of C. Pawley's will, of whom the defendant was one, had about £200, income accrued due to the plaintiff Lucy Dresel, in their hands. The defendant moved on notice of motion to Lucy Dresel for an order (1) that he be at liberty notwithstanding the restraint upon anticipation to apply income accrued or accruing due to the plaintiff Lucy Dresel in his hands as a trustee of the said will (*a*) in payment of the sum of £125 11s. 6d. and interest, the amount of his taxed costs of the action, and (*b*) in payment of the defendant's taxed costs of this application; (2) that, if necessary, the defendant be appointed receiver of the said income up to the value of £125 11s. 6d. and interest and the amount of the defendant's taxed costs of this application.

BUCKLEY, J., in giving judgment, said: On the 9th of December, 1904, the trial took place of an action in which one of the plaintiffs was Lucy Dresel, a married woman. The action was dismissed, the plaintiffs being ordered to pay the defendant's costs, and liberty being given to the defendant to apply as to enforcing payment of the costs as against Lucy Dresel out of any of her property which was subject to restraint upon anticipation. The costs were taxed at £125 11s. 6d., and this is an application under section 2 of the Married Women's Property Act, 1893, to enforce payment of those costs out of her separate property subject to restraint upon anticipation. No principle is laid down in the reported cases for the guidance of the court upon the hearing of these applications. If the court, merely because a married woman has brought an action and failed and has been ordered to pay her opponent's costs, can remove the restraint on anticipation in order that the successful defendant may obtain payment of his costs, any married woman can fritter away everything she has by becoming a professional litigant. It is not, in my opinion, a matter of course to make an order for payment of costs out of separate property subject to restraint. In the present case the judgment left it open to the defendant to apply for such an order. No grounds have been shewn either for or against the removal of the restraint. *Prima facie* the person who has obtained an order for costs against another person is entitled to have his costs paid, and the onus is on a married woman ordered to pay the costs to shew that the doctrine of restraint upon anticipation ought to be applied in her favour to the prejudice of the person who has obtained an order for the payment of costs. In the present case the married woman does not sustain that onus. She has handed in an affidavit to the effect that she did not consent to the proceedings in which she appeared as a plaintiff being taken; but I cannot consider this allegation in view of the fact that the order on her to pay costs is binding on me. It may or may not be that she has some ground of complaint against the solicitor who commenced proceedings in her name; it is not for me to say whether she has or has not any claim against him. I make the order asked for on the present application.—COUNSEL, *W. H. Cozens-Hardy*. SOLICITORS, *Sandom, Kersey, & Knight*.

[Reported by H. H. KING, Esq., Barrister-at-Law.]

High Court of Justice—King's Bench Division.

THE KING *v.* **GRIMWADE AND ANOTHER (JUSTICES OF IPSWICH). THE KING** *v.* **DODDS AND OTHERS (JUSTICES OF BIRKENHEAD).** Div. Court. 24th March.

LICENSING LAW — UNDERTAKING — RENEWAL OF LICENCE — BEERHOUSE — MANDAMUS—LICENSING ACT, 1904 (4 ED. 7, c. 23), s. 9.

THE KING *v.* GRIMWADE AND ANOTHER.

Rule calling upon the justices of Ipswich to shew cause why a writ of *mandamus* should not issue commanding them to hear and determine

according to law an application for the renewal of the licence of a beer-house licensed before May, 1869. The Boiler-makers' Arms was a beer-house licensed prior to May, 1869. Upon an application for the renewal of the licence, the justices, purporting to act under section 9 of the Licensing Act, 1904, hereinafter set out, refused to renew the licence unless the applicant gave an undertaking that he would only sell beer for cash over the counter. The following sections of the Licensing Act, 1904, are material: Section 1. "The power to refuse the renewal of an existing on-licence on any other ground than the ground that the licensed premises have been ill-conducted . . . shall be vested in quarter sessions instead of the justices." Section 9, sub-section 2. "If the justices of a licensing district refuse to renew an existing on-licence on the ground that the holder of the licence . . . has failed to fulfil any reasonable undertaking given to the justices on the grant or renewal of the licence, the justices shall be deemed to have refused the licence on the ground that the premises have been ill-conducted: Provided that where the justices, on the application for the renewal of the existing on-licence, ask the holder to give an undertaking as aforesaid, they shall adjourn the hearing of the application and cause notice of the required undertaking to be served upon the registered owner of the premises, and give him an opportunity of being heard. (3) Section 19 of the Wine and Beerhouse Act, 1869, and section 7 of the Wine and Beerhouse Act, 1870, are hereby repealed, and in the application of this Act to licences to which the said section 19 extends, the grounds mentioned in section 8 of the Wine and Beerhouse Act, 1869, shall be substituted for the grounds mentioned in the Act as the grounds on which the power to refuse the renewal of an existing on-licence is reserved to the justices of a licensing district." The justices did not appear to shew cause, as they were advised there was no fund to defray expenses. By permission their affidavit was read, wherein they submitted the following material grounds for discharging the rule: (1) The applicant had another remedy by appeal to quarter sessions, which appeal was actually pending: *The Queen* v. *Justices of Bristol* (9 T. L. R. 273), *Queen* v. *Justices of Lancashire* (L. R. 8 Q. B. 146), *Queen* v. *Charity Commissioners of England and Wales* (1897, 1 Q. B. 407), *Queen* v. *Registrar of Joint Stock Companies* (21 Q. B. D. 131). (2) They had exercised the discretion given generally under the Licensing Acts and especially under the Act of 1904, s. 9. Counsel for the registered owner said there was no appeal to quarter sessions unless the justices refuse to renew. Here they had not refused to renew, because the licence was renewed but remained in the hand of the clerk until the undertaking was given. He would not discuss the general case whether the justices could impose undertakings, a question which would have to be argued in the case following. In this case they certainly had no power, for sub-section 2 of section 9 is incorporated with section 1 of the Act of 1904, which enumerates the only grounds upon which the justices can now refuse to renew. But sub-section 3 of section 9 explicitly enacts that the grounds mentioned in section 8 of the Wine and Beerhouse Act, 1869, shall be substituted for the grounds mentioned in the Act of 1904 with respect to beerhouses licensed prior to May, 1869. The justices had not refused on one of the four grounds mentioned in the said section 8 of the 1869 Act.

THE KING *v.* JUSTICES OF BIRKENHEAD.

Rule calling upon the justices of Birkenhead "to shew cause why a writ of *mandamus* should not issue commanding them to deliver up to the applicant his renewed licence in respect of the premises known as the Commercial Hotel, and situate at No. 123, Beckwith-street, Birkenhead, which said licence was granted by the said justices to the said applicant." This was the case of on ordinary on-licence. The justices sought to impose six undertakings, which were indorsed on the licence, upon the renewal of the licence. The licence remained in the hands of the clerk until the undertakings were given. The justices shewed cause. Counsel explained that the undertakings had been regularly given by all licence-holders, and it was admitted that they were reasonable. It was the custom all over the country for years past to give such undertakings. The justices could not enforce them legally, but if they were broken or refused then the justices would find some ground for refusing the renewal of the licence next year. It was necessary to understand this custom in order to understand the language of section 9. If this section only applied to undertakings which were given voluntarily, the section might be thrown into the waste-paper basket, because nobody would give them. The section does not work harshly against the licensee, because it provides that the undertakings shall be reasonable, and even if the licensee to obtain his licence rashly enters into an unreasonable undertaking, it is provided that the registered owners shall have an opportunity of being heard. Counsel reserved his right to object to the remedy by *mandamus*, particularly as the time for appealing had gone by, and the applicant had not given notice of appeal, which in this case would not be to quarter sessions, but to the whole body of the justices acting in and for the borough (section 8, sub-section 2, of Act of 1904). Counsel for the applicant and owner argued that in any case the rule ought to be made absolute because the justices had not refused to renew the licence, and hence there was no ground for appealing. However, section 9 could only deal with undertakings that were given voluntarily. That was the plain meaning of the language of the section, and was, in accordance with the custom, existing prior to the passing of the Act. The justices still had the same power to enforce the undertakings indirectly. Upon any other construction of the section applicants upon an application for renewal would be placed in a worse position than applicants for the grant of a new licence under section 4.

THE COURT (LORD ALVERSTONE, C.J., and WILLS and KENNEDY, JJ.), as to the first case ordered the *mandamus* to go, but as to the second case discharged the rule.

LORD ALVERSTONE, C.J.—In the first case I think the objections must prevail. Sub-section 2 of section 9, coupled with section 1 of the Act of 1904, modify the law as to the jurisdiction of the justices in connection with the renewal of licences under particular circumstances. But sub-section 3 of section 9 expressly keeps alive the provisions of section 8 of the Act of 1869 with regard to beerhouses before 1869. It seems, in my view, that with regard to these beerhouses the powers of the justices are confined to the earlier legislation. The rule must be made absolute. As to the second case, where we see the clear intention of the Legislature, we ought not to divert the clear purpose by acting upon a narrow meaning of the expressed words. This legislation cannot be understood without bearing in mind the existing practice. As regards statutory conditions, only two could be imposed, and these at the request of the licence-holder—viz., (1) section 49 of the 1872 Act *re* six-day licences; (2) section 7 of the 1874 Act *re* early closing. But there had been a long and well-known existing practice whereby the justices had been in the habit of saying to applicants, "We shall require you to enter into an undertaking if we are to grant the renewal of the licence." We are pressed to say that the undertakings were given voluntarily, but as the statement would practically mean that the licences would not be renewed unless the undertakings were given, it amounts to a condition. If we appreciate this state of things we can understand how the framers of this Act slipped into the use of an expression which, if construed strictly, would have the effect of destroying the old practice, making this piece of legislation of none effect. I cannot see on such a construction of the Act how anybody would give an undertaking if he could get the licence without it. The proviso to section 9 of sub-section 2 speaks of a "required undertaking." I cannot help thinking that the draughtsman of this Act of Parliament in using the word "required" had got in his mind the existing practice. The undertaking is not made to rest solely upon the consent of the licence-holder. It is possible the publican will promise almost anything to get his licence. Hence it must be a reasonable undertaking, and the justices "shall adjourn the hearing of the application" to give the registered owner of the premises an opportunity of being heard. I come to the conclusion that the justices have got the power to say "If we renew this licence, you, the licensee, must give this undertaking subject to the owner being heard as to the question of it being reasonable." We are asked to say that this construction is not correct because section 4 of the Act uses the word "condition" on the grant of a new licence, and if it had been intended to use the word "undertaking" in the sense I have used it, we should have found the word "condition." I think condition in section 4 concerns conditions as regards tenure and property. I do not think it was intended to touch the matter with which we are dealing. For these reasons I have come to the conclusion in this very important matter, that the rule has failed and must be discharged with costs.

WILLS, J.—I am of the same opinion in respect to both cases, and as regards the first I have nothing to add. The second case certainly raises a question of considerable difficulty. I am very much pressed, in my own judgment, by the consideration that if we are to read section 9 as we are urged to do, then this section is an extravagantly idle piece of legislation. I cannot get to the frame of mind which counsel appears to be in the matter that there would be any possibility of anybody giving an undertaking of this character. The effect of giving such an undertaking would be that if it were broken the justices would be at liberty to refuse the renewal under circumstances which would prevent compensation attaching. It would reduce this piece of legislation to an absolute absurdity or so as to be only applicable to the licences which were current at the time the Act was passed. Nobody would doubt that this was meant to last for more than a year. It is a pure matter of form whether, if the magistrates have this power, the proper way of looking at it is that they have the power to attach a condition to the renewal, or are not bound to act until the undertaking be given. It is only material for the purpose of seeing whether an appeal would lie. In my opinion an appeal would clearly lie, as it is something which touches the renewal of the licence. I come to the conclusion that we should be doing wrong if we did not do our best to give a reasonable construction to the Act and prevent it from being a nullity.

KENNEDY, J.—I am of the same opinion. I have nothing further to say with respect to the first case. I just wish to add a few words to the point on which counsel laid special stress in respect to the provisions of section 4, sub-section 2, which deal with the grant of a new licence and the imposition of conditions. His argument was that it seemed unreasonable that, in regard to the powers of the justices in granting new licences, although they might attach conditions, yet there was no provision, as in section 9, sub-section 2, that if these conditions be not fulfilled the justices should be deemed to refuse the licence on the ground that the premises were ill-conducted. To my mind there is nothing in that argument. With regard to conditions which may be imposed under section 4 there is no limitation as to the character of the condition. The justices may attach such conditions as they think fit. Under section 9 the undertaking is to be reasonable, and where a reasonable undertaking is given the Legislature has thought fit to enact—as I should have thought only commensurate with common sense—that in the event of the breach the justices might refuse the renewal on the grounds that the premises had been ill-conducted. On the grant of a new licence, as there is no qualification as to reasonableness, there is not imposed the same consequence of the breach.—(1) COUNSEL, *Avory*, K.C.; *Henlé*. SOLICITORS, *Field, Roscoe, & Co.*, for *Leighton & Aldous*, Ipswich. (2) COUNSEL, *Asquith*, K.C., *Low*, K.C., and *Shephard Little; Bodkin* and *F. E. Smith; Pickford*, K.C., and *Rigby Swift*. SOLICITORS, *Godden, Son, & Holme*, for *Thompson, Hughes, & Mathison*, Birkenhead; *Lloyd-George, Roberts & Co.*, for *Gerrard Copeland*, Birkenhead.

[Reported by MAURICE N. DAUCOURT, Esq., Barrister-at-Law.

Law Societies.

Selden Society.

ANNUAL MEETING.

The annual general meeting of the Selden Society was held on Wednesday in the Council Chamber, Lincoln's-inn Hall. Lord ALVERSTONE (president) taking the chair. Among those present were Lord Lindley, the Master of the Rolls, Lord Justice Stirling, Mr. Justice Wills, Mr. Justice Channell, Mr. Justice Farwell, Sir Frederick Pollock, Sir Thomas Barclay, Sir John Gray Hill, Professor Westlake, K.C., Mr. Boydell Houghton, Mr. Bradley Dyne, Mr. Cyprian Williams, Mr. Cracroft, Mr. Pickering, Mr. Francis K. Munton (hon. treasurer), and Mr. Fossett Lock (hon. sec.).

Lord ALVERSTONE moved the adoption of the report. He thanked those old members of the society who had been good enough to think him worthy to be elected as president in succession to such distinguished men as those who had held the office. Although he had been a member of the society from, or very nearly from, its commencement, he was afraid he had done very little indeed hitherto to further its interests, but he was extremely desirous that, coming in at a stage when the society's work had reached so interesting a position, that he should do something in future to promote its interests, he hoped as zealously as those who had preceded him. It must be a matter of very great gratification to Mr. Munton and to Mr. Lock, and those others who had worked in the society from the beginning, to be able to point to nineteen volumes of invaluable history which had been published under the auspices of the society, and which had brought to the knowledge of lawyers and historians in the most readable shape and the best form information which had hitherto been undigested, difficult to obtain, and which had been to a great extent an absolutely sealed book. He wished to emphasize how greatly they were indebted to the honorary officers, such as Mr. Munton, the treasurer, and Mr. Lock, the secretary, for their indefatigable efforts on behalf of the society. With regard to the present condition it was not necessary, of course, to do more in the presence of the members of the society than refer for a moment to what those eighteen volumes meant. But speaking through them to a larger audience, he would remark on the great value of the volumes which had been published in reference to the Star Chamber, Pleas in the Forest, the Select Pleas in the Court, the Mirror of Justice, Select Pleas in the Court of Requests and the Jewish Exchequer, and the most interes ing volumes with regard to the Court Baron and the Leet Jurisdiction in the City of Norwich. He did this only for the purpose of reminding them of what the society had already done. The publication of the Year Books of Edward II., edited by Professor Maitland, and of volume 18, the volume of the Borough Customals, edited by Miss Mary Bateson, was of the greatest value. Professor Maitland's volumes had been a complete revelation to him, not only from the point of view of history, but also of interest and amusement. He could not imagine anything more charming to anybody interested in the profession of the law than the picture Professor Maitland had given them of the origin and *raison d'être* of the old reforms, and how he brought graphically before them a living picture of what was passing in the courts hundreds of years ago. He had read certain passages with the greatest interest which had dealt with matters quite unknown to him, and these were put before the reader in the most delightful manner, so as to enable him to see and feel what was the origin, foundation, and growth of law reporting by the actual cases that were mentioned and the observations made in those early year-books. He could not imagine anything more charming than to have brought before one in such a way the observations made by some of the judges in the course of the cases, and the criticisms upon the arguments and upon the reasons given by their brethren, which certainly threw a light upon *obiter dicta*. In these days, familiar as they were with *obiter dicta*, this had not occurred to him before reading the introduction. They knew how charmingly and thoroughly Professor Maitland did everything, but he thought it no small tribute to the captivating character of this history of the year books, which was contained in the introduction to the first volume, that the society had already received a request that the introduction should be issued as a separate publication. This was a very high compliment to the character of the work which had been done in these volumes and the way Professor Maitland had brought the subject, which to a large extent had been a sealed book to many, and presented it in a form which must be popular. It struck him very constantly, in a busy life in which almost every minute was occupied, in taking up one of these books and reading such passages as he had referred to, that one's wish would be to have nothing to do but look through the books and think over them. It was from the point of view of the enormous advantage of history and legal knowledge he was desirous that those who were not obliged to study books from a legal aspect should be induced to read them historically. There was so much advantage to be gained, not by looking upon our institutions simply as things of to-day's creation, but by recognizing the fact that they are founded on the experience of generations and the outcome of thoughts and argument and considerations by wise men who had lived hundreds of years before us, and if these things were brought home by such history as was contained in the introduction to these year books, it formed an extremely important aspect of the society's work. This might be affirmed still further by reference to the other work published in 1904—the Borough Customals, edited by Miss Bateson. He believed this was the first time in the history of the Selden Society that the actual editing of a volume had been done by a lady, and, as a Cambridge man, it was a great satisfaction for him to know that that lady was the daughter of such a distinguished man as the Master of John's College, Cambridge, Dr. Bateson, who had highly distinguished herself at Newnham. To the ladies who were at the present time, in connection with another archæological society, working in deciphering and translating old documents, the position attained by Miss Bateson's book formed an excellent example. He had been very much struck indeed in Miss Bateson's introduction by some of the passages, which shewed how the work had been undertaken by her, and how she had felt that in presenting these old customals to the legal and historical world she was doing more than merely translating. As a proof of this he read several passages from the work which, he asserted, presented knowledge in the most charming form. Miss Bateson evidently knew a great deal more than nine-tenths of the lawyers who read the book; but the testimony to her work was not in any way confined to the members of the Selden Society. Mr. Charles Grose, who had edited one of the society's volumes, and who was now professor at Harvard College, had recently referred in the highest terms to her labours on behalf of the society in this matter. A criticism had also appeared in the *Harvard Law Review*, speaking of the publication of this volume 18, to the effect that the society deserved commendation for calling attention to the interesting question therein dealt with and selecting an editor who had done the work so well. He trusted he had established that the two points of departure in the year 1904, the publication of the first two volumes of the Year Books and the volume on borough customals, was carrying forward the valuable work of the society. Although their expenses had been unusually heavy, because the production of the additional bonus volume had cost between £400 and £500, the society still had a substantial sum of money available for future work, and they were also able to point to an increased number of subscribers and to increased interest in the work in more directions than one. But he earnestly hoped that the effect of what the society had accomplished would be to yet further increase its prosperity. They had large support from the Inns of Court, and liberal support from the Law Society, who, on the motion of Mr. Rawle, the president, had doubled their subscription, as well as from the Continental societies and from practically all the important Colonial legal institutions, and very large support from the United States. The Council had recently taken upon themselves to elect honorary members, and the first honorary member, he was glad to say, was no less a person than Mr. Choate, the distinguished Ambassador of the United States. The interest of American lawyers in making themselves acquainted with the history of their own law—which was founded upon the same beginnings as ours—from the historical point of view, far exceeded that evinced generally by the practical English lawyer, and he was satisfied the society ought to get an increased amount of support from the United States. They wanted more money and more subscribers; but, at the same time he felt that the present position of the society was such that they might look forward to being equipped with funds enough to enable them to publish more bonus volumes. He mentioned this because it had been first thought that they might be able to complete the Year Books in seven volumes; but it was now found that they might extend to fourteen volumes, and they must all wish the work should be thoroughly well done. It was a great satisfaction to him to know that so many who began with the work of the society were present to support it and that so many of whose work they had been able to avail themselves were still able to assist them. He moved also, the re-election of Mr. Atkinson, Mr. Justice Channell, Mr. Carter and Mr. Cyprian Williams, as members of the council and, in place of Sir Gainsford Bruce, who desired to retire, Mr. P. Vinogradoff, Corpus Professor of Jurisprudence at Oxford.

Sir FREDERICK POLLOCK seconded the motion, which was agreed to.

Lord Justice STIRLING moved a vote of thanks to Mr. Justice Wills for his services as vice-president during the last three years, and to Sir Gainsford Bruce for his services on the council for the last ten years.

Mr. Justice KENNEDY seconded the motion, and it was adopted.

Sir THOMAS BARCLAY moved a vote of thanks to Professor Maitland, Miss Bateson, Mr. F. K. Munton (hon. treasurer), and Mr. Fossett Lock (hon. secretary), for their services.

Sir JOHN GRAY HILL, in seconding the motion, regretted that there were so few members of his own branch of the profession who supported the society, and also that the Law Society subscribed so small a sum to its funds. Their subscription was formerly five guineas, which had been increased to ten guineas, a niggardly amount; it ought to be a great deal more. Hitherto it had been the poverty of the Law Society perhaps rather than their will which had prevented them from making a larger subscription, but they were better off than they had been, and he hoped that sum would be increased.

The motion having been carried, the proceedings closed with a vote of thanks to the chairman and to the treasurer of the inn for the use of the room, which was moved by the MASTER OF THE ROLLS, and seconded by Mr. Justice WILLS.

Norfolk and Norwich Incorporated Law Society.

The following are extracts from the report of the committee:

Members.—The number of members has now reached seventy-six, of whom three are life members and sixty-one are members of the Law Society. The number of barristers, justices of the peace, and others not being members of this society who subscribe to the Law Library is eleven, of whom one is a life member.

Land Transfer Act.—Although deprived of the privilege of representing your society upon the Council, your president has been most active in doing all in his power to forward the interests of the profession. In view of the threatened extension of the compulsory provisions of the Land Transfer Act, 1897, to the provinces, notwithstanding the assurances given when

the Act was passed that an inquiry should be held before any further extension, a general conference of solicitors was held at Derby on the 9th of December last upon the invitation of the Yorkshire Union of Law Societies. At the urgent request of your committee, Mr. F. O. Taylor attended this meeting, and spoke strongly in support of the resolution to demand an inquiry as to the working of the system before any further attempt should be made to fasten this scheme of officialism upon the provinces. The conference is said to have been the most numerously attended and representative meeting of solicitors ever held. Mr. Taylor followed this up by attending the annual meeting of the Associated Law Societies, when the question was further discussed, and at the general meeting of the Law Society in London called to consider the "Derby" resolutions, urged upon the Council the necessity of doing all in their power to forward such resolutions. Our hearty thanks are due to our president for the services he has thus rendered at no little personal inconvenience and expense. Members have probably observed that Mr. Gerald Balfour, M.P., the President of the Board of Trade, announced at Leeds on the 21st of January, that it was not the *present* intention of the Government to introduce any measure for the compulsory extension of Land Transfer.

Law Students.—For the first the prize offered to articled clerks who have served not less than two-thirds of their articles with a member of this society, and attain first class honours at their final examination, has been won. Mr. Alfred William Berry, who served his articles with Dr. Bensly, was placed sixth in first class honours at the final examination of the Law Society held in November last, and the committee have accordingly awarded him a prize of books of the value of £5, and congratulated him upon his success. It is proposed to present the prize at the annual meeting.

Practice as to Costs of Production of Deeds in Possession of Mortgagees.—Solicitors are reminded that at the last annual meeting of the society, which was largely attended, the following resolution was passed: "That upon a sale where the vendor's solicitors are also concerned as solicitors for the vendor's mortgagees, this society is of opinion the deeds in the possession of such mortgagees should be produced to the purchaser's solicitors without expense to the purchaser," and the committee hope that the profession will adopt the suggestion as set forth in the resolution.

The Licensing Act, 1904.—So far as solicitors are concerned the main question for consideration is the transfer of part of the jurisdiction of licensing justices to committees of quarter sessions. While the Bill was before Parliament your committee communicated with the Parliamentary members for Norfolk and Norwich, requesting them to vote for an amendment that any person entitled to be heard by such committee might be heard by counsel or solicitor on his behalf; this amendment, however, was rejected, and the question left open to be decided at quarter sessions. Your committee, therefore, placed before the chairman of quarter sessions a memorandum prepared by the Law Society, giving reasons why solicitors should have right of audience before the new licensing committee, and subsequently your committee prepared and presented a special memorial on the subject. Your committee is pleased to report that the memorial was not only received and discussed, but in spite of considerable opposition the request for right of audience was granted.

United Law Society.

March 27.—Mr. E. S. Cox-Sinclair presiding.—After the discussion of certain points of law and practice raised by Mr. J. Wylie, Mr. T. Hynes moved: "That the grounds of the decision of the Court of Appeal in what in what is known as the *Aylesbury Dairy Co. case* (reported in the *Times* of the 25th of February, 1905) are erroneous." Mr. S. Parnell-Kerr opposed. The debate was continued by Messrs. Micheson, Charlton, Neville Tebbutt, Bulloch, Menzies, Clutton, and after a reply from Mr. Hynes, the motion was declared.

Law Students' Journal.

Law Students' Societies.

Law Students' Debating Society.—March 28.—Chairman, Mr. W. T. Singleton.—The subject for debate was: "That the case of *Manners* v. *St. David's Gold and Copper Mines (Limited)* was wrongly decided." Mr. H. T. Thompson opened in the affirmative, Mr. G. C. Blagden seconded in the affirmative; Mr. J. D. A. Johnson opened in the negative, Mr. Marston Fewey seconded in the negative. The following members also spoke: Messrs. Menzies, Smith, Stanton, and Myers. The motion was lost by two votes.

It is understood, says the *Times*, that the Bill presented by the Attorney-General "to amend the law relating to false statements with respect to the financial position of companies or other bodies" is substantially the same as that which was before Parliament last Session, with the addition of a proviso making the Attorney-General's *fiat* a condition precedent to the commencement of action in the courts.

During the progress of a case at Belfast Assizes, says the *Evening Standard*, Mr. Justice Kenny said the Belfast witnesses certainly took the palm for point-blank contradictory swearing. In South Ireland, as a general rule, juries could get some indication of the truth of a case. There might be an edifice of lies, but it was erected on a substratum of truth. In North Ireland, however, and in Belfast especially, it was usually a case of one side saying black, and the other white, and twelve unfortunate gentlemen had to sit in the jury-box and hopelessly inquire where truth was to be found.

Companies.

Licenses Insurance Corporation.

Annual Meeting.

The fifteenth annual general meeting of the Licenses Insurance Corporation and Guarantee Fund (Limited) was held on Friday, the 24th ult., at the Institute of Chartered Accountants, Mr. A. W. Ruggles-Brise (chairman) presiding.

Mr. J. O'Donoghue (secretary) read the notice convening the meeting.

The Chairman, in moving the adoption of the report, said the finances were in a very healthy condition. The directors had been able to add £20,000 to the reserves this year. Of this £10,000 had been placed to a special reserve in connection with the Mutual Brewers' Class. It had been thought desirable to do this, because under this class the board had decided to accept not only very much reduced rates, but such as could not but be regarded as somewhat experimental. Recent legislation had changed the aspect of affairs, but how far the change might be towards the relief of claims against the corporation only time would shew, and the directors did not expect much in this direction. But the trade thought their licenses were safer, and those who financed the trade, debenture-holders, mortgagees, &c., were, at any rate, propitiated, and to propitiate them was really the principal object of this new Act, or the trade would never have submitted to it. The corporation had reduced their rates, experimentally, and as anything in the nature of an experiment was inconsistent with insurance principles, the directors have put by a fund for protection against the possible loss represented by the difference between the new experimental rates and their old and established rates. Another £10,000 had been added to the reserve for unexpired risks, bringing this reserve up to £42,700, a sum which shewed a proportion of reserve to income larger than the most cautious insurance companies in general thought necessary. The reserves, funds unincumbered by any practical liabilities, appeared at £92,700, but were really not less than £120,000. Nor was it the only strong feature in the finances that the corporation possessed such and other funds, for all their funds were invested in first-class stock exchange securities and were practically all convertible at any time into bank notes. And now, in the full enjoyment of such prosperity, he was not ashamed to admit a falling off in our income. This was principally due to large reductions in rates w ich the corporation had been making for some time past. But they had gone through much stress, even storm, and so had the trade. It had tended to disorganise them all and set up a spirit of dissatisfaction and discontent, and undoubtedly the business of the corporation had suffered, though strong and successful, chiefly perhaps because when the trade was sorely in need of protection owing to the extreme uncertainty of the situation, neither they or any insurance company could say "Lean on us" without not only risking too much, but laying themselves open to the charge of gambling instead of insuring, and offering more than might have been in their power to give. If brewers were to protect themselves in a proprietary office, it must be at a premium almost exactly proportionate and adjustable to the actual risks, and the board had realized the power and opportunity of the corporation to serve the trade, and more than ever justify its title of a trade institution. They had large funds in hand, the interest on which alone was more than sufficient to pay the shareholders' dividend, and with one-half of the profits derived from other than brewers' insurances, the board saw that they were in a position to offer them terms of an exceptional character, and he believed the Mutual Brewers' Class would surely makes its way, and absorb the trade in time. The new Act, by relieving to some extent, though not entirely by any means, the danger of magisterial caprice, had certainly established the business of the corporation on a more secure basis, and it was an added satisfaction to feel that they could build on firmer principles than they had been able to do hitherto. There were one or two points of detail the shareholders might like to be informed upon. It would be observed that "Claims in Suspense and Contingencies" were less this year than last by a considerable sum, something like £24,000. This merely meant that last year they were not able to clear off the claims so quickly as this year. This was owing to the fact that in 1903 they had a great many cases in suspense depending upon the results of appeals that were pending in the High Court. This year they had hardly any. At the same time it was a question of little or no interest, because the fact remained that this year, small as the reserve might seem in comparison, the directors had set aside ample reserves for all possible claims and contingencies. The interest on the invested fund shews a slight falling off, but this really was due to the exigencies of book-keeping which would rectify itself next year. In conclusion he ventured to say that their financial position was one of exceptional strength, that their shares, if quoted, should stand at a premium of 30 per cent. at least, and that their prospects for usefulness were as great as, and probably greater than ever. Their profits in the future, if they were not to be quite so large as they had sometimes been, would still, he was satisfied, continue to be sure and sufficient.

The Hon. R. Parker seconded the motion, which was unanimously adopted.

On the motion of Mr. C. Page Wood, seconded by Mr. T. G. H. Glynn, the retiring directors, Mr. F. W. Butterworth and Sir Thomas R. Dewar, M.P., were re-elected.

The auditors, Messrs. Turquand, Youngs, & Co., were also re-elected.

Law Life Assurance Society.

ANNUAL MEETING.

The eighty-first annual general meeting of the proprietors of the Law Life Assurance Society was held on Wednesday at the head office, Fleet-street, Mr. E. F. TURNER taking the chair.

Mr. E. H. HOLT (manager and secretary) having read the notice convening the meeting,

The CHAIRMAN, in moving the adoption of the report, referred to the efforts which had been made by the society to obtain new business which had met with indisputable success. The vitality of the society was best demonstated by its inherent strength and power to make up, year by year, for the claims which fall in, which, of course, in the case of a society which had existed for many years were greater than would be the case in a younger society. That was a very good test to apply to the position, but it was also just and fair to bear in mind the surrounding conditions of any given year. There were some years of abounding prosperity when people were more ready to insure than in time of depression. Life insurance offices felt the times of depression through which we had been passing, and there could be no question that 1904 was not a favourable year. Therefore he thought they would all agree that it was all the more satisfactory to them and to those who had worked for the society that they were able to shew so satisfactory an amount of new business as was the case. The gross new business of the year had been £672,893, which was greater by £83,000 than that of the year 1903. The net new business was rather less than in the previous year. It was £519,824, as compared with £554,454, but it exceeded half a million, and it was a satisfactory feature that since the year 1889, the net new business had never been less than half a million, ranging from £500,000 to £560,000, so that it had been well maintained. The net new premiums last year were the highest received except in the year 1843, and the total net premium income shewed an increase of over £5,000, and was greater than in any year since 1869. Then, again, the total funds had increased during the year by £138,000, which was a larger figure than in any year since 1872, and the total funds were larger than in any year since 1887. The number of policies was 527, rather less than for the preceding year, but that also was above the average for many years past. Another point which he thought would give satisfaction was that the rate of interest on securities shewed a substantial increase. It shewed an increase of 4s. 8d. per cent., as compared with 1903, and it was the highest rate they had been able to obtain since 1879. This was in a measure attributable to the profits derived from the society's purchase of reversions and reversionary life interests, but, excluding that, there had been a progressive increase since 1901 from £4 0s. 11d. in that year to £4 4s. 3d. in 1904. The expenses of management came out at £12 7s. 7d. per cent. upon the total net premium income. As compared with the preceding year it had increased by 7d. per cent. Claims for the past year were higher than in 1903, but less by £27,000 than the expected amount according to the tables of mortality. Again, it was satisfactory that the incidence of these claims fell largely upon the older lives, the average age at death being sixty-nine, and the average duration of the policies becoming claims being thirty-three years, the latter being the highest during the past quinquennium. The society's securities and investments were of two classes, the first being represented by mortgages, purchases of reversions, and securities of that description. The board had delegated to a committee the task of thoroughly investigating these, as stated in the last paragraph of the report, and were satisfied that they were amply sufficient to cover the amounts standing against them in the society's books. Stock Exchange securities represented the second class. The society's first departure in the way of investing largely in these securities was in 1889, and there had been no reason to regret the step. But during the past five years there had been a great depreciation in the value of such securities, and during the first four years of the last quinquennium the Board had had to write off £187,000 on this account. During 1904 they had recovered £56,000 of that amount, and the actual result of the loss by depreciation was £131,000, which was reduced to £121,000 by profits realized from sales of other classes of securities. The depreciation represented a decrease taken all round of £5 9s. per cent., so that they had not fared so badly. The interest upon their Stock Exchange securities was £4 4s. 6d. per cent., a satisfactory rate. Of the large number of their Stock Exchange securities, 275, there were only five which were not paying interest at present, and they were not of large amount. Taking the Stock Exchange securities from 1889 to the present time, the transactions spreading over no less than three and a-half millions, the nominal loss on the whole was £348, so that there had been no real depreciation of the securities. As to the position of the society, the result of the quinquennium was a reduced bonus, but he thought they might draw much comfort from the other side of the picture. In the fifth year they had had a recovery in the value of their Stock Exchange securities of £56,000, and during the present year there had been a further appreciation of nearly £45,000. He thought that shewed that they were on the upward grade, which they might reasonably hope would continue. He ought, perhaps, to put against that the fact that the society might have to make rather special exertions to keep up their new business, which might to some extent neutralize the effect of the rise of interest, but he did not think that should be regarded as a serious matter. The proprietors and the insured had a splendid security in the society. He would urge the proprietors to do their best to make the next quinquennium a special period as regards new business. The society had a very zealous and able staff, the services of which the board were always ready to acknowledge, not as an empty compliment, but sincerely. They knew they had done their very best to get new business, and had succeeded despite the depressing times.

Viscount KNUTSFORD, G.C.M.G, seconded the motion, which, after some remarks from Mr. WHITWORTH and Mr. PITCAIRN, was carried unanimously.

On the motion of the CHAIRMAN, the retiring directors, Mr. James Samuel Beale, Mr. Robert Ellett, the Hon. Alfred Erskine Gathorne Hardy, Sir Henry J. L. Graham, K.C.B., Sir John E. Gray Hill, and the Right Hon. Viscount Knutsford, G.C.M.G., were re-elected.

The auditors, Mr. Gérard van de Linde, F.C.A., and Mr. Walter Frederick Wiseman, F.C.A., were also re-elected.

On the motion of Mr. HENRY HOUSEMAN, the following resolution was agreed to *nem. con.*:

"That, as from the 31st of December, 1904, the annual sum to be placed at the disposal of the directors for their trouble in the management of the affairs of the society shall be, and the same is hereby, fixed at £4,000, subject to variation in general meeting after due notice."

QUINQUENNIAL MEETING.

The quinquenial meeting was then held.

The CHAIRMAN moved the adoption of the quinquennial report, observing that, as compared with the last quinquennium, the premiums had increased by £69,000, and the interest and dividends by £9,000, exclusive of the profit on reversions, which had increased by £16,000. The claims were less by £227,000 and the mortality was favourable. The rate of interest shewed a substantial increase. The percentage of management expenses represented £12 8s. of the premium income, against £11 10s. in the preceding quinquennium, not a large increase. Income tax had increased by £14,000. Practically the only reason for the diminution of the profits was the depreciation of Stock Exchange securities. The total payments to proprietors during the quinquennial period, inclusive, of course, of the bonus recommended, was £4 12s. per cent. per annum, in all circumstances not a bad return.

Mr. W. F. FLADGATE seconded the motion, and it was carried unanimously.

The proceedings terminated with a vote of thanks to the chairman.

Legal News.

Appointments.

Mr. ERIC BLACKWOOD WRIGHT, barrister-at-law, has been appointed Chief Justice of the Supreme Court of Seychelles.

Mr. W. H. CLAY and Mr. A. P. LONGSTAFFE, barristers-at-law, have been appointed Counsel to the Board of Trade for Wreck Inquiries, in place of Mr. Muir Mackenzie and Mr. P. Howard Smith, recently appointed an official referee and a county court judge respectively.

Mr. TILNEY BARTON, solicitor, of Bournemouth, has been appointed by the Board of Trade Official Receiver in Bankruptcy for the Districts of Salisbury, Yeovil, and Dorchester, in the place of the late Mr. Aston Dawes. Mr. Barton was admitted in January, 1886.

Information Required.

Colonel ROBERT GIBSON (deceased).—The above-named, who was a retired Colonel, late of the 89th Regiment of Foot, died at sea on the 20th of June, 1904. Any person having in his possession a Will made by the deceased is requested to communitate with Messrs. Lawford, Waterhouse, & Lawford, 23, Austin Friars, London, solicitors to the Administrator-General of Bengal.

Dissolutions.

WILLIAM BARROTT MONTFORD BIRD, EDMUND STRODE, and ERNEST EDWARD BIRD, solicitors (Bird, Strode, & Bird), 5, Gray's-inn-square, London. March 24.

CHARLES CHESTON, ERNEST CONSTANTINE CHESTON, and JOHN BROAD, solicitors (Cheston & Sons), 1, Great Winchester-street, London. March 25. The said Charles Cheston will practise alone in future at the same address under the same style of Cheston & Sons. [*Gazette*, March 28.

General.

Lord Justice Romer resumed his seat in Appeal Court II. on Monday last.

Mr. Justice Grantham was to arrive in London from Madeira on Saturday (this day).

The annual dinner of the United Law Society will take place on the 10th of April, when the chair will be taken by the Right Hon. Lord Robertson.

The Law Students' Debating Society will hold their annual dinner at the Hotel Cecil on Tuesday, the 2nd of May, at 7.15. The Right Hon. Lord Macnaghten has kindly consented to preside.

The twenty-fifth year of Sir Henry Fowler's service as member for Wolverhampton will be celebrated in the borough by a public meeting in the Drill-hall on the evening of the 5th of April, when Mr. Asquith, M.P., will be the principal speaker. Sir Henry Fowler will be present, and will address the meeting.

The general meeting of the Barristers' Benevolent Association will be held in the Middle Temple Hall on Thursday, the 6th of April, 1905, at half-past four o'clock in the afternoon. The Attorney-General will preside. An alteration in the rules will be proposed. All members of the Inns of Court are invited to attend.

A verdict of Found Drowned was, says the *Daily Mail*, returned at the inquest at Barry on Wednesday, on Mr. W. H. Lewis, a well-known solicitor, of Cardiff, whose body, bruised and mutilated, was found on the beach. The cause of death was certified to be drowning, but the bruises and cuts on the head were said to have been caused before death.

The senior K.C., Lord Grimthorpe, has, says the *World*, just completed the sixty-seventh year of his standing at the bar, and is to be congratulated accordingly. With the exception of Lord Brampton (who ceased to count when he became a judge), Lord Grimthorpe is a long way the veteran of the bar, at the Parliamentary branch of which he had at one time a most successful and remunerative career.

It is announced that one or two vacant Judgeships in the Isle of Man has been filled by the appointment of Mr. James Stowell Gell, High Bailiff of Castletown, to be also High Bailiff of Douglas. High Bailiff Harris, who resigned a fortnight ago, received a salary of £450, but the new High Bailiff will start at about £300. His salary as High Bailiff of Castletown is £200. Mr. Gell is a son of the late Clerk of the Rolls, Sir James Gell.

A certain justice of the peace had a case before him the other day, says the *Pittsburgh Dispatch*, which attracted an unusual crowd to the temple of justice. A young fellow was up before him on a charge of stealing brass, and his friends were out in full force to see that he got a fair show. Before the case opened, the noise and confusion became so great that his honour declared that the next man to indulge in any unusual outbreak would be ejected from the room. He had hardly ceased speaking when a young man shouted, at the same time waving his hat above his head: "Hooray fur Squire Hooligan!" "Put him out," roared the court, and in another instant the young man found himself being rushed to the door. Order having been restored once more, his honour ordered that the prisoner be brought before the bar for trial. The court officer hurriedly glanced about through the crowd, and then a great light suddenly fell upon him. "Can't do it, your honour," he replied. "The young fellow you just put out was the prisoner."

One of the most picturesque figures of the New York bar was, says the *Central Law Journal*, the late Thomas Nolan, a lawyer whose witty retorts furnished subjects for merriment at many a lawyers' gathering. Now, Nolan was at one time counsel for a poor widow who was suing a construction company for the death of her husband. The case had been placed upon the "day calendar," but had been frequently postponed, and Mrs. Moriarity, by the time she had made her fifth call, was in an exceedingly disturbed frame of mind; consequently the tones of Nolan's rich brogue were more than usually fervid as he fought against the sixth adjournment. "I am sorry," said Justice Dugro, "but your opponent has shewn me good cause for the adjournment, Mr. Nolan, and the case will therefore go over until to-morrow." "Very well, sor," said the barrister, sweetly, "but might I ask wan personal favour of this court?" "Certainly, sir, with pleasure." "Will your honour kindly sthep down to my office and just tell Mrs. Moriarity that you have adjourned the case?"

An interesting feature of the discussion on the Beck case in the House of Commons was, says the *Globe*, the Home Secretary's statement in favour of the establishment of a Court of Criminal Appeal. "I should like," he said, "to express my personal view in favour of some form of Court of Criminal Appeal, or some possibility of revision in criminal cases. That is an opinion that is fully shared by my hon. and learned friend the Attorney-General." Mr. Balfour, replying to a recent question by Sir Robert Reid, said, "I have always understood that expert opinion was against such a court." Though eminent lawyers are certainly not agreed as to the proposal, the weight of legal authority can scarcely be said to be against it. The judges, as well as the Attorney-General, are in favour of "some form of Court of Criminal Appeal." Among the numerous reforms recommended by the Council of Judges in 1892 was "the institution of a court having full jurisdiction to review and alter sentences, and a limited jurisdiction to assist the Home Secretary in reconsidering sentences and convictions at his request."

The Standing Committee of the House of Commons on Law met last week to consider the clauses of the Bill to provide for the appointment of a public trustee and executor. Mr. Stuart Wortley presided. Clause 3 gives power to the court to grant probate of a will or letters of administration to the public trustee by that name; and Mr. Helder moved as an amendment that the appointment of the public trustee should be subject to the right of any other person as trustee. Mr. Helder said the amendment was brought forward by the Law Society. Sir Seymour King asked for an assurance that the clause would not oust a private trustee properly appointed by a will or settlement, and the Solicitor-General replied that, in the case supposed, the public trustee would not come in at all. Mr. Helder contended that it was very important that the court should not appoint the public trustee unless after thorough investigation and notice to all persons interested. Mr. Haldane said all the clause meant was that the public trustee, *ex nomine*, was to be as much entitled as any other person to probate. The amendment was negatived; but a subsequent amendment by Mr. Helder was accepted by the Solicitor-General, and agreed to, providing for such notice to the persons beneficially interested as the judge may direct. On a sub-section of the same clause, dealing with the case of a transfer of his powers by an executor or administrator to the public trustee, an amendment by Sir R. Reid was agreed to after some discussion, making the public trustee liable for acts or defaults of himself or of persons for whose conduct he is in law responsible. The clause as amended was added to the Bill. Lord H. Cecil raised a discussion, which proved protracted, on clause 11, which is as follows: "If a testator or a settlor or other creator of any trust directs that any specified power or discretion shall be vested solely in the co-trustee, or shall not be vested in the public trustee, the public trustee shall not exercise such power or discretion, but shall, if need be, concur in all acts necessary to carry out the exercise of such power or discretion by the co-trustee, unless it appears to him that the matter in which he is requested to concur is a breach of trust, and the public trustee, whether he does or does not so concur shall not be responsible, nor shall the Consolidated Fund be liable for any such concurrence or non-concurrence on his part." He argued that, if the private co-trustee abused any specified power or discretion vested in him, the public trust and the Consolidated Fund would not be liable under the clause. The clause thus might really prove a trap for the unwary; and he proposed therefore to strike out the last thirty-two words of the clause. Sir R. Reid proposed to add to the end of the clause the words "or the consequences thereof, unless he has been guilty of neglect of duty." Lord H. Cecil, having withdrawn his amendment, that of Sir R. Reid was agreed to, and the clause as amended was then carried by fifteen to thirteen. Clause 12 provides in three sub-sections that, where a testator or settlor directs the employment of any particular solicitor or bank, they shall be employed as the solicitor or bank to the trust. Mr. Corrie Grant moved the omission of this provision, and was supported by Sir R. Reid, who pointed out that it gave a vested statutory right to two classes of persons to be employed, while Mr. W. F. Lawrence proposed to extend the scope of the clause to accountants. The Solicitor-General objected to tying the hands of the public trustee. The sub-sections in question were struck out of the Bill.

The General Reversionary and Investment Co. (Limited) announces the retirement of Mr. D. A. Bumsted, the actuary and secretary (after forty-eight years' service), and the promotion of the assistant actuary, Mr. Robt. R. Tilt, to the position thus vacated. Mr. Bumsted's services are retained as consulting actuary.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Farwell.
Monday, April 3	Mr. Theed	Mr. Pemberton	Mr. W. Leach	Mr. Farmer
Tuesday..... 4	W. Leach	Jackson	Theed	King
Wednesday 5	Church	Pemberton	W. Leach	Farmer
Thursday 6	Greswell	Jackson	Theed	King
Friday 7	King	Pemberton	W. Leach	Farmer
Saturday 8	Farmer	Jackson	Theed	King

Date	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.	Mr. Justice Warrington.
Monday, April 3	Mr. Carrington	Mr. Greswell	Mr. Godfrey	Mr. Jackson
Tuesday 4	Beal	Church	R. Leach	Pemberton
Wednesday 5	Carrington	Greswell	Godfrey	Beal
Thursday 6	Beal	Church	R. Leach	Carrington
Friday 7	Carrington	Greswell	Godfrey	R. Leach
Saturday 8	Beal	Church	R. Leach	Godfrey

The Property Mart.

Sales of the Ensuing Week.

April 6.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—

REVERSIONS:

To Shares of a Trust Fund, value £1,550; lady aged 65. Solicitors, Messrs. Gordon, Hunter, & Macmaster, Bradford.

To Shares of Trust Fund, value £30,000; lady aged 77. Solicitors, Messrs. Rooke & Sons, London.

To One-half of £90; lady aged 47. Solicitors, Messrs. Crosse & Sons, London.

To £21,000 Consols; also Share of Income in Possession and on dropping of lives; on the death of six lives, provided a gentleman, aged 26, survives. Solicitor, W. Sanders Fiske, Esq., London.

To the whole of a Trust Fund, value £3,538; lady aged 52. Solicitors, Messrs. Few & Co., London.

To £1,000: lady aged 68 and a gentleman aged 69.—Solicitors, Messrs. Harrison & Son, Folkestone.

To One-tenth of £2,100 Consols; lady aged 74. Solicitor, Harry Hocombe, Esq., London.

To Two-thirds of a Trust Fund value £28,056; on decease without issue of a lady aged 63. Solicitors, Messrs. Trinder, Capron, & Co., London.

To One-eighth of a Trust Fund, value £20,144, ladies aged 74 and 59; also to One-sixteenth of a Trust Fund, value £7,950, ladies aged 61, 74, and 59. Solicitors, Messrs. Heygate & James, Wellingborough.

To £1,100; lady aged 45. Solicitor, Langham Carter, Esq., London.

ABSOLUTE INTEREST in Freehold Estate and Mortgage Securities, value £3,449. Solicitors, Messrs. Rooper & Whately, London.

LEGACY of £1,000, payable in 10 equal annual instalments. Solicitors, Messrs. Williamson, Hill, & Co., London.

A similar LEGACY. Solicitor, Arthur Pyke, Esq., London.

POLICIES for £2,500, £1,042, £1,000, £1,000, £1,000, £500. Solicitors, Messrs. Kettle, Landor, & Cope, Wolverhampton; Evan Lake, Esq., Gravesend; Messrs. Syrett & Sons, and Messrs. Nunn, Popham, & Starkie, of London.

(See advertisements, this week, p. v.)

Winding-up Notices.

London Gazette.—FRIDAY, March 24.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRITISH SAFETY OIL CO, LIMITED—Creditors are required, on or before April 20, to send their names and addresses, and the particulars of their debts or claims, to John Rogerson, 25, Barrfield rd, Pendleton, Salford

COLONIAL PROPERTIES TRUST, LIMITED—Creditors are required, on or before April 25, to send their names and addresses, and the particulars of their debts or claims, to George Douglas Haynes, Norbury, Kingston on Thames

EDUAPRIEM EXPLORATION CO, LIMITED.—Petn for winding up, presented Feb 23, directed to be heard April 4. Segar & Co, Salters Hall ct, Cannon st. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 3

ENGINEERING MANUFACTURING AND DEVELOPMENT CO, LIMITED—Petn for winding up, presented March 15, directed to be heard April 11. Harold Travers, 23, Coleman st, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 10

HARDY & GREENACRE, LIMITED—Petn for winding up, directed to be heard April 4 Raphael & Co, 59, Moorgate st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 3

HENRY ATHERTON & SONS, LIMITED—Creditors are required, on or before June 8, to send their names and addresses, and the particulars of their debts or claims, to Mr H S Jackson, 51, King st, Manchester. Lawson & Co, Manchester, solors for liquidator

H. WALLACE & CO, LIMITED—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to William Robert Locking, 5, Parliament st, Hull

NORTHERN RHODESIA SYNDICATE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before May 5, to send their names and addresses, and the particulars of their debts or claims, to Grosvenor George Walker, 19, St Swithin's ln

STREETER & CO, LIMITED—Creditors are required, on or before April 24, to send their names and addresses, and the particulars of their debts or claims, to Edwin William Streeter, George Dixey, and Robert Dudley, 27, Regent st. Smiles & Co, Bedford row, solors for liquidators

London Gazette.—TUESDAY, March 28.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

WALKER'S FIRE BRICK CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 11, to send their names and addresses, and the particulars of their debts or claims, to Thomas Harrison, St Nicholas chmbrs, Newcastle upon Tyne. Gibson & Co, Hexham solors for liquidator

A. PRITCHARD & CO, LIMITED—Creditors are required, on or before May 12, to send their names and addresses, and the particulars of their debts or claims, to Charles Henry Wright, 19, High st, Shrewsbury. Stevens, Shrewsbury, solor for liquidator

BOLTON GIRLS' HIGH SCHOOL CO, LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Wm Kevan, 12, Acresfield, Bolton

J SIBLEY & CO, LIMITED—Petn for winding up, presented March 10, directed to be heard at the Sessions House, Maidstone, April 19, at 10.30. Judge & Priestley, Broad st bldgs, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 18

MINEHEAD WATER WORKS CO, LIMITED—Creditors are required, on or before April 24, to send their names and addresses, and the particulars of their debts or claims, to John Bond and William Henry Allen Thorne, 16, Park st, Minehead

NEW ZEALAND MINES TRUST, LIMITED—Creditors are required, on or before May 15, to send their names and addresses, and the particulars of their debts or claims, to Hubert Akers and Alexander Hayes Singleton, 11, Abchurch ln

NO. 7 ACCRINGTON AND DISTRICT INVESTMENT CO, LIMITED—Creditors are required, on or before April 26, to send their names and addresses, and the particulars of their debts or claims, to Joseph Greenwood, Market chmbrs, Blackburn rd, Accrington

SOUTH BRISTOL WORKING MEN'S CO-OPERATIVE SOCIETY, LIMITED—Creditors are required, on or before May 22, to send their names and addresses, and the particulars of their debts or claims, to Jas White, 22, Christmas st, Bristol. Barnett & Leonard, Bristol, solors for liquidator

STAFFORD SYNDICATE, LIMITED—Creditors are required, on or before May 15, to send in their names and addresses, and the particulars of their debts or claims, to Robert Baring and Albert Hess, 8 Finch ln

W J EAST & CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 12, to send their names and addresses, and the particulars of their debts or claims, to Frederic Ellen, 13, Market sq, Northampton

Bankruptcy Notices.

London Gazette.—FRIDAY, March 24.

FIRST MEETINGS.

AINLEY, ERNEST, Leeds, Fruiterer Leeds Pet March 20 Ord March 20

ANGWIN, HENRY, Penzance, Baker Truro Pet March 22 Ord March 22

ASKEW, THOMAS, Slyne, Lancs, Farmer Preston Pet March 20 Ord March 20

BARKER, ABRAM, Shirebrook, Derby, Boot Dealer Nottingham Pet March 22 Ord March 22

BARTON, ELIJAH JOHN, Emborough, Somerset, Potter Wells Pet March 22 Ord March 22

BAWDEN, JAMES, Hawkridge, Somerset, Farmer Exeter Pet March 20 Ord March 20

BENT, JOHN, Leigh, Lancs, Engine Tenter Bolton Pet March 22 Ord March 22

BEYFUS, W, South Molton st High Court Pet Feb 22 Ord March 21

BRETT, FREDERICK CHARLES JOHN, Hythe, Builder Canterbury Pet March 21 Ord March 21

BRINKWORTH, HARRY, Reading, Fruiterer Reading Pet March 18 Ord March 18

BULLOCK, ANNIE KATE, Burstock rd, Putney Wandsworth Pet Dec 20 Ord March 21

CHAPMAN, DOUGLAS THOMAS, Lyme Regis, Grocer Exeter Pet March 21 Ord March 21

CHIBNALL, HERBERT BARBER, George st, Croydon, Baker Croydon Pet March 21 Ord March 21

CHRISTI, WILLIAM, Newcastle on Tyne, Licensed Victualler Newcastle on Tyne Pet March 21 Ord March 21

COOKE, JOHN, Upton on Severn, Worcester, Licensed Victualler Worcester Pet March 21 Ord March 21

DANNENBERG, SAMUEL, Southport, Lancs, House Furnisher Liverpool Pet Feb 25 Ord March 20

DENTON, JAMES HERBERT, Halifax, Butcher Halifax Pet March 22 Ord March 22

DERRICK, CHARLES, Melyncrythan, Neath, Milk Vendor Aberavon Pet March 21 Ord March 21

DODS, CHARLES MAITLAND, High rd, Ilford Chelmsford Pet Feb 27 Ord March 20

DREW, THOMAS HARRIS, Kidderminster, Worcs, Estate Agent Kidderminster Pet March 21 Ord March 21

FIDO, ALFRED, Bristol, Builder Bristol Pet March 22 Ord March 22

GATES, ALBERT, Ramsgate Canterbury Pet Feb 13 Ord March 18

GRIFFITH, ELIJAH, Derby, Grocer Derby Pet March 21 Ord March 21

HARRIS, DANIEL, Anerley Croydon Pet March 22 Ord March 22

HAWKSBY, HARRY, Walmgate, York, Carter York Pet March 22 Ord March 22

HOYLE, ISHMAEL, Lancaster, Provision Dealer Preston Pet March 22 Ord March 22

JONES, HERBERT THOMPSON, Mold, Flint, Auctioneer's Clerk Pet March 21 Ord March 21

JUDE, JAMES, Liverpool, Music Seller Liverpool Pet March 22 Ord March 22

LIGHT, ALBERT JAMES, Oakengates, Salop, Tailor Madeley Pet March 20 Ord March 20

MACDONALD, ANGUS, Lincoln, Corn Merchant Lincoln Pet March 22 Ord March 22

MATTHEWS, FREDERICK WALLACE, Dartmouth, Devon, House Decorator Plymouth Pet March 10 Ord March 21

MAXWELL, THOMAS STANISLAUS, Falmouth rd, Southwark, Solicitor's Clerk High Court Pet March 2 Ord March 22

MEREDITH, GEORGE, Iron Bridge, Salop, Bricklayer Madeley Pet March 21 Ord March 21

MILCHARD, RICHARD, Brighton Brighton Pet March 8 Ord March 20

MILES, WALTER JOHN, Folkestone, Grocer and Provision Merchant Canterbury Pet March 21 Ord March 21

MORRIS, CHARLES, Erdington, Warwick, Corn Merchant Birmingham Pet March 20 Ord March 20

ONGLEY, CHARLES STONE, High st, Clapham, Tailor Wandsworth Pet March 21 Ord March 21

OWERS, JOHN, Llandudno, Railway Porter Bangor Pet March 21 Ord March 21

PATTINSON, JOHN WILLIAM, Denstone, Staffs, Farmer Burton-on-Trent Pet March 22 Ord March 22

PICKENS, ABRAHAM, Treherbert, Glam, Auctioneer Pontypridd Pet March 20 Ord March 20

RADFORD, SAMUEL, Derby, Butcher Derby Pet March 20 Ord March 20

RAW, WILLIAM, Higher Harpers Fence, nr Burnley, Coal Dealer Burnley Pet March 22 Ord March 22

RAYNHAM, ARTHUR LUCAS, Kelsale, Suffolk, Farmer Ipswich Pet March 20 Ord March 20

REED, FREDERICK WILLIAM, Norton, Durham, Labourer Stockton on Tees Pet March 21 Ord March 21

RUMBLE, ALBERT EDWARD, Owlsmoor, nr Sandhurst, Berks, Grocer Reading Pet March 20 Ord March 20

SAUNDERS, FREDERICK, Gower st High Court Pet Feb 8 Ord March 20

SHIMELD, JOSEPH, Sheffield Sheffield Pet March 21 Ord March 21

STAFFORD, JOAH SPENCER, Beeston, Notts, Foreman Engineer Nottingham Pet March 18 Ord March 18

STATTER, THOMAS, Manchester, Farmer Bolton Pet March 20 Ord March 20

TOWNSEND, HARRY, and WILLIAM PYM, Leicester, Boot Manufacturers Leicester Pet March 22 Ord March 22

VAUGHAN-WILLIAMS, ARTHUR, Old Windsor Windsor Pet Feb 20 Ord March 20

WILLIAMS, DAVID, Cwmbach, Aberdare, Haulier Aberdare Pet March 22 Ord March 22

WILSON, JOHN ALLEN, Southsea, Hants, Draper Portsmouth Pet March 21 Ord March 21

FIRST MEETINGS.

AINLEY, ERNEST, Kirkstall, Leeds, Fruiterer April 4 at 11 Off Rec, 22, Park row, Leeds

ASKEW, THOMAS, Slyne, Lancs, Farmer April 4 at 11.30 County Hotel, Lancaster

BAWDEN, JAMES, Hawkridge, Somerset, Farmer April 4 at 12 Off Rec, 9, Bedford circus, Exeter

BENT, JOHN, Leigh, Lancs, Engine Tenter April 5 at 2.30 19, Exchange st, Bolton

BEYFUS, W, South Molton st April 4 at 12 Bankruptcy bldgs, Carey st

CHAPMAN, DOUGLAS THOMAS, Lyme Regis, Grocer April 4 at 12 Off Rec, 9, Bedford circus, Exeter

CHRISTIE, WILLIAM, Newcastle on Tyne, Licensed Victualler April 4 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne

CLAY, THOMAS, Yarm, Yorks, Publican April 12 at 3 Off Rec, 8, Albert rd, Middlesbrough

CLITHEROE, RICHARD, Higher Walton, Walton le Dale, nr Preston, Licensed Victualler April 6 at 10.30 Off Rec, 14, Chapel st, Preston

COLE, JOSEPH ALBERT, Dudley, Commercial Traveller April 1 at 11 Off Rec, 199, Wolverhampton st, Dudley

COOKE, JOHN, Upton on Severn, Worcester, Licensed Victualler April 1 at 11.30 45, Copenhagen st, Worcester

CRAWSHAW, ALBERT, Chorlton cum Hardy, Lancs, Carpet Dealer April 3 at 3 Off Rec, Byrom st, Manchester

DAVIES, DAVID, Llangadock, Farmer April 1 at 12.15 Off Rec, 4, Queen st, Carmarthen

DAVIES, ROWLAND BENJAMIN, JOHN HENRY JAMES, and GRIFFITH JOHN REES, Maesteg, Glam, Colliery Agents April 4 at 10 117, St Mary st, Cardiff

DENTON, JAMES HERBERT, Halifax, Butcher April 3 at 12.30 Off Rec, Townhall chmbrs, Halifax

FERGUSON, GEORGE DRYDEN, Sedgefield, Durham, Boot Maker April 12 at 3 Off Rec, 8, Albert rd, Middlesbrough

GRIFFITHS, ELIJAH, Derby, Grocer April 1 at 11 Off Rec, 47, Full st, Derby

GRIFFITHS, HEBER, Clun, Salop, Carrier April 3 at 10 4, Corn sq, Leominster

GRIFFITHS, JAMES, Churchfield rd, Acton, Publican's Manager April 1 at 11.30 Off Rec, 14, Bedford row

HAIGH, FREDERICK ARTHUR, Lancaster, Music Dealer April 6 at 11.15 Off Rec, 14, Chapel st, Preston

HARRIS, FRANK, Furzebank, Chaldon Common, Surrey, Carpenter April 4 at 11.30 24, Railway app, London Bridge

HARRIS, GEORGE EDSALL, Tisbury, Wilts, Coal Merchant April 3 at 12 Off Rec, City chmbrs, Endless st, Salisbury

HAWKSBY, HARRY, York, Carter April 5 at 3 Off Rec, Red House, Duncombe pl, York

HOLMES, EDWIN, Northampton, Milliner April 6 at 12 Off Rec, Bridge st, Northampton

HUMPHREY, JOHN WILLIAM, King's Lynn, Norfolk, Commercial Traveller April 6 at 10.30 Court House, King's Lynn

ISRAEL, JAMES, Cardiff, Wholesale Fancy Goods Dealer April 3 at 3 117, St Mary st, Cardiff

JONES, WALTER P, Holloway rd April 4 at 2.30 Bankruptcy bldgs, Carey st

KEMPINSKI, MAX, Commercial rd, Clothier April 4 at 11 Bankruptcy bldgs, Carey st

MACDONALD, ANGUS, Lincoln, Corn Merchant April 4 at 12 Off Rec, 31, Silver st, Lincoln

MICKLETHWAITE, ISAAC, Wakefield, Carting Contractor April 4 at 11 Off Rec, 6, Bond terr, Wakefield

MILCHARD, RICHARD, Brighton April 6 at 2.30 4, Pavilion bldgs, Brighton

MORGAN, ELIZABETH, Llanelly, Fruiterer April 1 at 11.30, Off Rec, 4, Queen st, Carmarthen

NEWPORT, WILLIAM OLIVER, Folkestone, Auctioneer April 5 at 3 The Queen's Hotel, Folkestone

OWEN, JOHN, Carno, Montgomery, Tailor April 13 at 11 1, High st, Newtown

PRENTIS, WALTER HENRY, Gt Tower st, Hay Salesman April 3 at 11 Bankruptcy bldgs, Carey st

RAYNHAM, ARTHUR LUCAS, Sparkes Farm, Kelsale, Suffolk, Farmer April 14 at 2.15 Off Rec, 36, Princes st, Ipswich

REES, THOMAS, Llanelly, Draper April 5 at 11.30 Bankruptcy bldgs, Carey st

ROBINSON, C M, Melcombe Regis, Dorset, Engineer April 3 at 1 Off Rec, City chmbrs, Endless st, Salisbury

ROSENBERG, MONTIE, St James mans, West End ln April 3 at 12 Bankruptcy bldgs, Carey st

SAUNDERS, FREDERICK, Gower st April 6 at 12 Bankruptcy bldgs, Carey st

SELBACH, OSCAR CHARLES, Gt Russell st, Motor Car Constructor April 3 at 2.30 Bankruptcy bldgs, Carey st

SKIPSEY, JOHN ROBERT, Blackburn, Draper April 5 at 11.30 County Court House, Blackburn

SPEIGHT, ROBERT, Bradford Draper April 3 at 3 Off Rec, 29, Tyrrel st, Bradford

STEPHENS, FREDERICK WILLIAM, Hakin, Milford Haven, Pembroke April 1 at 12.45 Off Rec, 4, Queen st, Carmarthen

STRONG, GEORGE, Euston sq, St Pancras April 5 at 12 Bankruptcy bldgs, Carey st

TUCKETT, EMMA ISABEL, Ilminster, Somerset, Teacher of Music April 1 at 12.3 10, Hammet st, Taunton

WILSON, JOHN ALLEN, Southsea, Draper April 3 at 3 Off Rec, Cambridge junc, High st, Portsmouth

WOOD, JAMES, Barnsley, Chemist April 3 at 10.30 Off Rec, 7, Regent st, Barnsley

ADJUDICATIONS.

AINLEY, ERNEST, Kirkstall, Leeds, Fruiterer Leeds Pet March 20 Ord March 20

AKISTER, JOHN, Grange over Sands, Lancs, Builder Barrow in Furness Pet March 3 Ord March 22

ALDRIDGE, HARRY, Catford, Builder Greenwich Pet Feb 18 Ord March 21

ANGWIN, HENRY, Penzance, Baker Truro Pet March 22 Ord March 22

ASKEW, THOMAS, Slyne, Lancs, Farmer Preston Pet March 20 Ord March 20

BARKER, ABRAM, Shirebrook, Derby, Boot Dealer Nottingham Pet March 22 Ord March 22

BARTON, ELIJAH JOHN, Emborough, Somerset, Potter Wells Pet March 22 Ord March 22

BAWDEN, JAMES, Hawkridge, Somerset, Farmer Exeter Pet March 20 Ord March 20

BEALE, GEORGE WILLIAM, Barwell, Leicester, Boot Manufacturer Leicester Pet Feb 24 Ord March 20

BENT, JOHN, Leigh, Lancs, Engine Tenter Bolton Pet March 22 Ord March 22

BLOOD, NEPTUNE WILLIAM, Avenue d'Iéna, Paris High Court Pet Nov 29 Ord Mar 21

BRINKWORTH, HARRY, Reading, Fruiterer Reading Pet March 18 Ord March 18
CHAPMAN, DOUGLAS THOMAS, Lyme Regis, Dorset, Grocer Exeter Pet March 21 Ord March 21
CHIBNALL, HERBERT BARBER, George st, Croydon, Baker Croydon Pet March 21 Ord March 21
CHRISTIE, WILLIAM, Newcastle on Tyne, Licensed Victualler Newcastle on Tyne Pet March 21 Ord March 21
COOKE, JOHN, Upton on Severn, Worcester, Licensed Victualler Pet March 21 Or March 21
DENTON, JAMES HERBERT, Halifax, Butcher Halifax Pet March 22 Ord March 22
DERRICK, CHARLES, Melyncrythan, Neath, Glam, Milk Vendor Neath and Aberavon Pet March 21 Ord March 21
DREW, THOMAS HARRIS, Kidderminster, Estate Agent Kidderminster Pet March 21 Ord March 21
ELDRIDGE, HERBERT, Mount View rd, Crouch Hill High Court Pet Dec 7 Ord March 20
FORD, PHOEBE, Richmond rd, South Kensington, Bootmaker High Court Pet Feb 17 Ord March 20
FOSTER, CHARLES MEDLEY, Tyrwhitt rd, St John's, New Cross, Wine Merchant's Agent High Court Pet Dec 29 Ord March 20
GOODWIN, JOHN ALLEN, Dunham Hill, Chester, Farmer Chester Pet Feb 9 Ord March 22
GRAY, JOHN ALEXANDER, Poulton, Ash next Sandwich, Kent, Farmer Canterbury Pet Feb 10 Ord March 18
GRIFFITH, ELIJAH, Derby, Grocer Derby Pet March 21 Ord March 21
HARRIS, FRANK, Fursebank, Chaldon Common, Surrey, Carpenter Croydon Pet Jan 24 Ord March 21
HAWKSBY, HARRY, York, Carter York Pet March 22 Ord March 22
HOYLE, ISHMAEL, Lancaster, Provision Dealer Leicester Pet March 22 Ord March 22
JONES, HERBERT THOMPSON, Mold, Flint, Auctioneer's Clerk Chester Pet March 21 Ord March 21
LIGHT, ALBERT JAMES, Oakengates, Salop, Tailor Madeley Pet March 20 Ord March 20
MACDONALD, ANGUS, Lincoln, Corn Merchant Lincoln Pet March 22 Ord March 22
MCGAVIN, W PATRICK, Mitcham Croydon Pet Jan 26 Ord Feb 21
MEREDITH, GEORGE, Iron Bridge, Salop, Bricklayer Madeley Pet March 21 Ord March 21
MILES, WALTER JOHN, Folkestone, Grocer Canterbury Pet March 21 Ord March 21
ONGLEY, CHARLES STONE, High st, Clapham, Tailor Wandsworth Pet March 21 Ord March 21
OWENS, JOHN, Llandudno, Railway Porter Bangor Pet March 21 Ord March 21
OWEN, JOHN, Carno, Montgomery, Tailor Newtown Pet March 17 Ord March 21
PARRY, WILLIAM GRIFFITHS, Elmwood gdns, Acton Hill Brentford Pet Feb 28 Ord March 18
PATTINSON, JOHN WILLIAM, Denstone, Staffs, Farmer Burton on Trent Pet March 22 Ord March 22
PICKENS, ABRAHAM, Treherbert, Glam, Auctioneer Pontypridd Pet March 20 Ord March 20
PRETT, FREDERICK CHARLES JOHN, Hythe, Kent, Builder Canterbury Pet March 21 Ord March 21
RADFORD, SAMUEL, Derby, Butcher Derby Pet March 20 Ord March 20
RAY, WILLIAM HENRY, Liverpool, Leather Dealer Liverpool Pet Feb 13 Ord March 20
RAYNHAM, ARTHUR LUCAS, Kelsale, Suffolk, Farmer Ipswich Pet March 20 Ord March 20
REED, FREDERICK WILLIAM, Norton, Durham, Labourer Stockton on Tees Pet March 21 Ord March 21
RIVERS, GEORGE CHARLES, Gresham st, East India Merchant High Court Pet Feb 28 Ord March 21
RUMBLE, ALBERT EDWARD, Owlsmoor, nr Sandhurst, Berks, Grocer Reading Pet March 20 Ord March 20
SHIRELD, JOSEPH, Sheffield Sheffield Pet March 21 Ord March 21
STAFFORD, JOAH SPENCER, Beeston, Notts, Foreman Engineer Nottingham Pet March 18 Ord March 18
TOWNSEND, HARRY, and WILLIAM PYE, Leicester, Boot Manufacturers Leicester Pet March 22 Ord March 22
WILLIAMS, DAVID, Cwmbach, Aberdare, Glam, Haulier Aberdare Pet March 22 Ord March 22
WILSON, JOHN ALLEN, Southsea, Hants, Draper Portsmouth Pet March 21 Ord March 21

ADJUDICATIONS ANNULLED AND RECEIVING ORDERS RESCINDED.

BALL, HERBERT FRANK, Coleridge rd, Crouch End, Ironmonger High Court Rec Ord Feb 20, 1903 Adjud Feb 20, 1903 Resc and Annul March 20
SUTTON, HENRY, Mossley, Lancs Bangor Rec Ord Feb 26, 1895 Adjud March 8, 1895 Resc and Annul Feb 13

London Gazette.—TUESDAY, March 28.

RECEIVING ORDERS.

BEARD, WALTER, Sheffield, Insurance Broker Sheffield Pet March 24 Ord March 24
CHATTERTON, HAROLD GEORGE, Kingston upon Hull, Grocer Kingston upon Hull Pet March 23 Ord March 23
CUZNER, HARRY, Reading, Toy Dealer Reading Pet March 23 Ord March 23
DAWSON, WILLIAM FREDERICK, Maesteg, Glam, Mining Student Cardiff Pet March 8 Ord March 24
DUTTON, JOHN, Dukinfield, Cheshire, Smallware Dealer Ashton under Lyne Pet March 25 Ord March 25
EASTBURY, STEPHEN EDWARD, Coram st, Russell sq, Music Hall Artist High Court Pet Jan 20 Ord March 24
EDWARDS, BENJAMIN, Hirwain, Brecknock, Labourer Aberdare Pet March 24 Ord March 24
FLETCHER, ROBERT PORTEUS, Wighill, nr Tadcaster, Yorks, Joiner York Pet March 25 Ord March 25
GILLIS, FREDERICK, Pill, Somerset, General Dealer's Manager Bristol Pet March 25 Ord March 25
GOLDBERG, ROSE, Gordon st, Gordon sq, Mantle Manufacturer High Court Pet March 23 Ord March 23
GREATBACH, CHARLES, Burslem, Staffs, Meat Salesman Hanley Pet March 14 Ord March 24
GREEN, JOHN GREEN PERCY, Newcastle on Tyne Newcastle on Tyne Pet March 9 Ord March 27
GREW, LION, Old st, City rd High Court Pet Feb 16 Ord March 24
HARLEY, WILLIAM, Broughton Claverley, Salop, Wheelwright Madeley Pet March 23 Ord March 23
HATE & Co, T H, East Sheen, Builders Wandsworth Pet March 24 Ord March 25
HIMUS, ALFRED CHARLES, Cambridge, Draper Cambridge Pet March 23 Ord March 23
HOBBS, GILBERT, Amersham, Bucks, Coal Merchant Aylesbury Pet March 24 Ord March 24
HOLGATE, NATHANIEL, Colne, Lancs, Baker Burnley Pet March 25 Ord March 25
HOBREN, JOHN HENRY, King's Heath, Worcester, Baker Birmingham Pet March 23 Ord March 23
JACKSON & Co, Doughty st, Merchants High Court Pet Jan 31 Ord March 23
JEFFREYS, EDWIN ALFRED, Shrewsbury, Baker Shrewsbury Pet March 25 Ord March 25
JONES, FREDERICK MEREDITH, Llangollen, Denbigh, Saddler Wrexham Pet March 24 Ord March 24
KILCRAN, WILLIAM, Darlington, Labourer Stockton on Tees Pet March 23 Ord March 23
MACEY, EDWARD WILLIAM, Faversham, Kent, Fishmonger Canterbury Pet March 23 Ord March 23
MORTLOCK, ERNEST, Rusthall av, Bedford Park, Journalist High Court Pet March 23 Ord March 23
NIGHTINGALE, WILLIAM DAVID, Aberystwyth Aberystwyth Pet March 23 Ord March 23
NOON, WILLIAM GEORGE, and JOHN HENRY NOON, Caledonian rd, Islington, Tailors High Court Pet March 24 Ord March 24
PENNELL, GEORGE, Grainsby, North Thoresby, Lincs, Hay Dealer Gt Grimsby Pet March 24 Ord March 24
PLANT, GEORGE, Walton, Suffolk, Carter Ipswich Pet March 24 Ord March 24
REEVES, ALFRED, Kingston upon Hull Kingston upon Hull Pet March 24 Ord March 24
REID, EULIA ALBERTA LOUISA RAE, Teignmouth, Devon Exeter Pet March 25 Ord March 25
REYNOLDS, GEORGE FREDERICK, Norwich, Provision Dealer Norwich Pet March 23 Ord March 23
RIELLY, PATRICK, Bolton, Provision Dealer Bolton Pet March 25 Ord March 25
RIES, GUSTAV, Kingston upon Hull, Egg Importer Kingston upon Hull Pet March 23 Ord March 23
ROBERTS, ROGER, Penmaenmawr, Carnarvon, Carpenter Bangor Pet March 25 Ord March 25
ROBINSON, CHARLES HENRY, Kettering, Northampton, Auctioneer's Clerk Northampton Pet March 25 Ord March 25
ROBINSON, JOSEPH, Medomsley, Durham, Licensed Victualler Newcastle on Tyne Pet March 25 Ord March 25
SANDERSON, EDWARD GEORGE, Portsmouth, Lodging-house Keeper Portsmouth Pet March 24 Ord March 24
SEARL, WILLIAM HENRY, Plymouth, Naval Pensioner Plymouth Pet March 23 Ord March 23
SHEPPARD, FRANK ARTHUR, Trowbridge, Grocer Bath Pet March 25 Ord March 25
SIDEBOTTOM, HENRY, Urmston, Engineer Salford Pet March 24 Ord March 24
SMITH, HENRY, Gringley on the Hill, Notts, Builder Lincoln Pet March 25 Ord March 25
SNOW, STEPHEN, West Hendon, Builder Barnet Pet March 2 Ord March 23
STONE, HENRY, Bideford, Devon, Draper Barnstaple Pet March 24 Ord March 24
SYMBLETT, WILLIAM HENRY, Gt Yarmouth Gt Yarmouth Pet March 25 Ord March 25
TREVENA, WILLIAM JOHN, Stokesley, Yorks, Master Plasterer Stockton on Tees Pet March 24 Ord March 24
WALKER, ALFRED, Chapel Allerton, Leeds, Coach Painter Leeds Pet March 23 Ord March 23
WHEATLEY, HORACE, Norton on Tees, Durham, Grocer's Manager Stockton on Tees Pet March 23 Ord March 23
WHITE, JAMES SIMS, King st, Covent garden High Court Pet Dec 12 Ord March 23
WIGGLESWORTH, WALTER, Roberttown, nr Liversedge, Yorks, Mill Strapping Maker Dewsbury Pet March 23 Ord March 23

FIRST MEETINGS.

ANGWIN, HENRY, Penzance, Baker April 6 at 12 Off Rec, Boscawen st, Truro
BARKER, ABRAM, Shirebrook, Derby, Boot Dealer April 5 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
BARTON, ELIJAH JOHN, Emborough, Somerset, Potter April 5 at 11.30 Off Rec, 26, Baldwin st, Bristol
BRETT, FREDERICK CHARLES JOHN, Hythe, Kent, Builder April 6 at 12.30 Off Rec, 68, Castle st, Canterbury
BRINKWORTH, HARRY, Reading, Fruiterer April 7 at 3 14, Bedford row
CHINN, GEORGE SEINE, Gt Bardfield, Essex, Grocer April 5 at 12 Shirehall, Chelmsford
COOPER, THOMAS, Luton, Hat Manufacturer April 5 at 12.30 Off Rec, Bridge st, Northampton
DAVIES, SAMUEL, Landore, Swansea, Millworker April 7 at 12 Off Rec, 31, Alexandra rd, Swansea
DICKINSON, WILLIAM LEDDICOTE, Woodbridge, Suffolk April 5 at 2.30 Shirehall, Woodbridge
DREW, THOMAS HARRIS, Kidderminster, Estate Agent April 7 at 2.15 Messrs Ivens, Morton, & Danks, Solicitors, Kidderminster
EASTBURY, STEPHEN EDWARD, Coram st, Russell sq, Music Hall Artist April 7 at 12 Bankruptcy bldgs, Carey st
FAULKNER, CHARLES HERBERT, Southtown, Gt Yarmouth, Coal Merchant April 8 at 12.30 Off Rec, 8, King st, Norwich
FIDO, ALFRED, Bristol, Builder April 5 at 11.45 Off Rec, 26, Baldwin st, Bristol
FLETCHER, ROBERT PORTEUS, Wighill, nr Tadcaster, Yorks, Joiner April 10 at 3 Off Rec, The Red House, Duncombe pl, York
GATES, ALBERT, Ramsgate April 6 at 12 Off Rec, 68, Castle st, Canterbury
GOLDBERG, ROSE, Gordon st, Gordon sq, Mantle Manufacturer April 10 at 2.30 Bankruptcy bldgs, Carey st
GREEN, FRANK, and EDWARD FISSBACH, Noble st, Importers April 10 at 12 Bankruptcy bldgs, Carey st
GREEN, JOHN GREEN PERCY, Newcastle on Tyne April 5 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne
GREENFIELD, TOM, Chester le Street, Durham April 5 at 3 Off Rec, 3, Manor pl, Sunderland
GREENHALGH, RICHARD KITCHEN, Astley, Lancs, Farmer April 6 at 3 Church House, Atherton
GREGORY, PERCY CHARLES CAVENDER, Wrexham, Denbigh April 7 at 2.30 Crypt chmbrs, Eastgate row, Chester
GROSSE, SARAH ANN, Moor, Sheffield, Furniture Dealer April 5 at 12.30 Off Rec, Figtree ln, Sheffield
HARLEY, WILLIAM, Broughton Claverley, Salop, Wheelwright April 8 at 11.45 Off Rec, 42, St John's hill, Shrewsbury
HUNTER, HENRY, West Hartlepool, Plumber April 6 at 2.30 Grand Hotel, West Hartlepool
JAMES, WALTER, Holmes, Rotherham, Yorks, Fried Fish Dealer April 5 at 1 Off Rec, Figtree ln, Sheffield
JONES, DAVID HUGH, Carnarvon, Decorator April 7 at 11.30 Crypt chmbrs, Eastgate row, Chester
LAMBERT, RICHARD WILLIAM, Holmewood, nr Chesterfield, Miner April 5 at 12 Off Rec, Figtree ln, Sheffield
LIGHT, ALBERT JAMES, Oakengates, Salop, Tailor April 19 at 11.15 County Court Offices, Madeley

MACEY, EDWARD WILLIAM, Faversham, Kent, Fishmonger April 6 at 9 Off Rec, 68, Castle st, Canterbury

MAXWELL, THOMAS STANISLAUS, Falmouth rd, Southwark, Solicitor's Clerk April 5 at 2.30 Bankruptcy bldgs, Carey st

MEREDITH, GEORGE, Iron Bridge, Salop, Bricklayer April 8 at 10.45 Off Rec, 42, St John's hill, Shrewsbury

MILES, WALTER JOHN, Folkestone, Grocer April 6 at 9.30 Off Rec, 68, Castle st, Canterbury

NOON, WILLIAM GEORGE, and JOHN HENRY NOON, Caledonian rd, Tailors April 6 at 2 30 Bankruptcy bldgs, Carey st

PATTINSON, JOHN WILLIAM, Denstone, Staffs, Farmer April 5 at 2 45 White Hart Hotel, Uttoxeter

PEACOCK, WALTER WILLIAM, Littleport, Isle of Ely, Farmer April 5 at 2.15 The Lamb Hotel, Ely

PERKINS, GEORGE, Finchingfield, Essex, Farm Bailiff April 12 at 10.30 Off Rec, 5, Petty Cury, Cambridge

PICKESS, ABRAHAM, Treherbert, Glam, Auctioneer April 6 at 12 135, High st, Merthyr Tydfil

PRITCHARD, DAVID, Bangor, Hairdresser April 7 at 12 Crypt chmbrs, Eastgate row, Chester

RADFORD, SAMUEL Derby, Butcher April 5 at 11 Off Rec, 47, Full st, Derby

RAMSEY, GEORGE, Widnes, Painter April 5 at 2 Off Rec, 35, Victoria st, Liverpool

REYNOLDS, GEORGE FREDERICK, Norwich, Provision Dealer April 10 at 12 Off Rec, 8, King st, Norwich

ROBERTS, JOSEPH, Walsall, House Furnisher April 7 at 12 Off Rec, Wolverhampton

SANDERSON, EDWARD GEORGE, Portsmouth, Lodging-house Keeper April 6 at 3 Off Rec, Cambridge junc, High st, Portsmouth

TOWNSEND, HARRY, and WILLIAM PYM, Leicester, Boot Manufacturers April 5 at 12 Off Rec, 1, Berridge st, Leicester

WALKER, ALFRED, Chapel Allerton, Leeds, Coach Painter April 5 at 11 Off Rec, 22 Park row, Leeds

WALKER, ROBERT BARRIE, Merthyr Tydfil, Draper April 5 at 12 135, High st, Merthyr Tydfil

WIGGLESWORTH, WALTER, Roberttown, nr Liversedge, Yorks, Mill Strapping Maker April 5 at 11 Off Rec, Bank chmbrs, Corporation st, Dewsbury

WILLIAMS, DAVID, Cwmbach, Aberdare, Haulier April 7 at 12 135, High st, Merthyr Tydfil

ADJUDICATIONS.

ANDREWS, WILLIAM JOHN FREDERICK, High rd, Tottenham, Builder Edmonton Pet Dec 15 Ord March 23

BECKWITH, GEORGE HOLLAND, Columbia rd, Hackney rd, High Court Pet Feb 4 Ord March 23

BENSUSAN, JACOB SAMUEL LEVY, Chapel st, Milton st, Feather Manufacturer High Court Pet Feb 14 Ord March 22

BLAMEY, CHARLES AUSTIN, Brighton, Chemist Brighton Pet March 8 Ord March 24

BRADING, WILLIAM HENRY, Chapel st, Islington, Fishmonger High Court Pet Jan 7 Ord March 22

BOOSTER, JOSEPH, Horwich, Labourer Bolton Pet Feb 20 Ord March 23

CANWARDEN, CLARENCE, and ARTHUR NORMAN PUDDEY, Chiswick, Builders Brentford Pet Jan 13 Ord March 22

CHATTERTON, HAROLD GEORGE, Kingston upon Hull, Grocer Kingston upon Hull Pet March 23 Ord March 23

CUZNER, HARRY, Reading, Toy Dealer Reading Pet March 23 Ord March 23

DANNENBERG, SAMUEL, Southport, Lancs, House Furnisher Liverpool Pet Feb 25 Ord March 25

DUTTON, JOHN, Dukinfield, Cheshire, Smallware Dealer Ashton under Lyne Pet March 25 Ord March 25

EDWARDS, BENJAMIN, Hirwain, Brecknock, Labourer Aberdare Pet March 24 Ord March 24

FLETCHER, ROBERT PORTEOUS, Wighill, nr Tadcaster, York, Joiner York Pet March 25 Ord March 25

GILLIS, FREDERICK, Pill, Somerset, General Dealer's Manager Bristol Pet March 25 Ord March 25

HARLEY, WILLIAM, Broughton Claverley, Salop, Wheelwright Madeley Pet March 23 Ord March 23

HIMUS, ALFRED CHARLES, Cambridge, Draper Cambridge Pet March 23 Ord March 23

HOBBS, GILBERT, Amersham, Bucks, Coal Merchant Aylesbury Pet March 24 Ord March 24

HOLGATE, NATHANIEL, Colne, Lancs, Baker Burnley Pet March 24 Ord March 25

HOLMES, EDWIN, Northampton, Draper Northampton Pet March 1 Ord March 25

JEFFREYS, EDWIN ALFRED, Shewsbury, Baker Shrewsbury Pet March 25 Ord March 25

JONES, FREDERICK MEREDITH, Llangollen, Denbigh, Saddler Wrexham Pet March 24 Ord March 24

JONES, LAURA, Brunguy, nr Towyn, Wales High Court Pet Feb 17 Ord March 24

JUDE, JAMES, Liverpool, Music Seller Liverpool Pet March 22 Ord March 24

KILGRAN, WILLIAM, Darlington, Labourer Stockton on Tees Pet March 23 Ord March 23

MACEY, EDWARD WILLIAM, Faversham, Kent, Fishmonger Canterbury Pet March 23 Ord March 23

MILCHARD, RICHARD, Brighton Brighton Pet March 8 Ord March 25

MORTLOCK, ERNEST, Rusthall av, Bedford Park, Journalist High Court Pet March 23 Ord March 23

PENNELL, GEORGE, North Thoresby, Lincs, Hay Dealer Gt Grimsby Pet March 24 Ord March 24

PLANT, GEORGE, Walton, Suffolk, Carter Ipswich Pet March 24 Ord March 24

PLUMMER, FREDERICK GEORGE, High Holborn High Court Pet Jan 2 Ord March 23

RAW, WILLIAM, Fence, nr Burnley, Coal Dealer Burnley Pet March 22 Ord March 22

REEVES, ALFRED, Kingston upon Hull Kingston upon Hull Pet March 24 Ord March 24

REYNOLDS, GEORGE FREDERICK, Norwich, Provision Dealer Norwich Pet March 23 Ord March 23

RIELLY, PATRICK, Bolton, Provision Dealer Bolton Pet March 25 Ord March 25

RIES, GUSTAV, Kingston upon Hull, Egg Importer Kingston upon Hull Pet March 23 Ord March 23

ROBERTS, ROGER, Penmaenmawr, Carnarvons, Carpenter Bangor Pet March 25 Ord March 25

ROBINSON, CHARLES HENRY, Kettering, Northampton, Auctioneer's Clerk Northampton Pet March 25 Ord March 25

RYAN, STEPHEN, Kyverdale rd, Stamford Hill, Upholsterer High Court Pet Feb 28 Ord March 23

SHEPPARD, FRANK ARTHUR, Trowbridge, Wilts, Grocer Bath Pet March 25 Ord March 25

SANDERSON, EDWARD GEORGE, Portsmouth, Lodging house Keeper Portsmouth Pet March 24 Ord March 24

SEARL, WILLIAM HENRY, Plymouth, Naval Pensioner Plymouth Pet March 23 Ord March 23

SMITH, HENRY, Gringley on the Hill, Notts, Builder Lincoln Pet March 25 Ord March 25

STONE, HENRY, Bideford, Devon, Draper Barnstaple Pet March 24 Ord March 24

STUBLETT, WILLIAM HENRY, Gt Yarmouth Gt Yarmouth Pet March 25 Ord March 25

TREVENA, WILLIAM JOHN, Stokesley, Yorks, Master Plasterer Stockton on Tees Pet March 24 Ord March 24

TUNNARD, JAMES JOSEPH, Spitalfields Market, Fruit Merchant High Court Pet Feb 23 Ord March 22

VAUGHAN-WILLIAMS, ARTHUR AUGUSTUS, Old Windsor, Berks Windsor Pet Feb 20 Ord March 22

WALKER, ALFRED, Chapel Allerton, Leeds, Coach Painter Leeds Pet March 23 Ord March 23

WHEATLEY, HORACE, Norton on Tees, Durham, Grocer's Manager Stockton on Tees Pet March 23 Ord March 23

WIDLAKE, GEORGE HENRY, Bridgwater, Butcher Bridgwater Pet Feb 24 Ord March 23

WIGGLESWORTH, WALTER, Roberttown, nr Liversedge, Yorks, Mill Strapping Maker Dewsbury Pet March 23 Ord March 23

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

FOWLER, JANE ELIZABETH, Cambridge rd, Innkeeper High Court Rec Ord Oct 17, 1902 Adjud Nov 21, 1902 Resc and Annul March 10

ADJUDICATION ANNULLED.

SPENCE, GEORGE EDWARD, Whitby, York, Butcher Stockton on Tees Adjud Nov 8, 1904 Annul March 24

SALES BY AUCTION FOR THE YEAR 1905.

MESSRS.

DEBENHAM, TEWSON, FARMER, & BRIDGEWATER

beg to announce that their SALES for 1905 of ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-rents, Advowsons, Reversions, Stocks, Shares, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tuesday, April 4.	Thursday, July 6.
Tuesday, April 11.	Tuesday, July 11.
Tuesday, April 18.	Thursday, July 13.
Tuesday, May 2.	Tuesday, July 18.
Tuesday, May 9.	Thursday, July 20.
Tuesday, May 16.	Tuesday, July 25.
Tuesday, May 23.	Thursday, July 27.
Tuesday, May 30.	Tuesday, August 1.
Thursday, June 1.	Tuesday, October 10.
Tuesday, June 6.	Tuesday, October 17.
Thursday, June 8.	Tuesday, October 24.
Thursday, June 15.	Tuesday, November 7.
Tuesday, June 20.	Tuesday, November 14.
Tuesday, June 27.	Tuesday, December 5.
Thursday, June 29.	Tuesday, December 12.
Tuesday, July 4.	

By arrangement, Auctions can also be held on other days, in town or country. Messrs. Debenham, Tewson, Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes of Furniture, Pictures, Farming Stock, Timber, &c.

DETAILED LISTS OF INVESTMENTS, Estates, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by Private Contract are published on the 1st of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 80, Cheapside, London, E.C. Telephone No. 508 Bank.

By order of the Trustees of the late Wickham Flower, Esq.
SURREY.—Great Tangley Manor, in the Parishes of Wonersh and Shalford, three miles south-east of Guildford, and a mile from Chilworth Station.—Messrs.

DEBENHAM, TEWSON, FARMER, & BRIDGEWATER

are instructed by the Trustees to SELL, at the MART, in the City of London,

On TUESDAY, MAY 30, at TWO,

the remarkable and possibly unique FREEHOLD ESTATE, GREAT TANGLEY MANOR, a choice Family Residence of known antiquity (it is on record that "here was a homestead in Saxon time, that, after the Conquest, William gave the Manor to Odo, Bishop of Bayeux, and it remained in Royal hands until Henry I. granted it to Eustace de Bretteville; again it returned to the Crown, and again and again it was granted out. In 1572 the Manor was sold to John Caryl, who added the beautiful half-timbered front in 1582, a date which still appears on four exquisitely chiselled oak brackets supporting overhanging lattice windows").

The Manor House, whilst preserving its old character, has been adapted to the requirements of modern life; there are some 12 bed and dressing-rooms, bath-room, quaint entrance porch and hall, dining-room, drawing-room, library, music-room with minstrels' gallery, and ample domestic offices. It would be impossible, within the limits of an advertisement, to mention the many attractions of the pleasure grounds, all in happy harmony with the house. These may briefly be named: An old moat, now supplied by a flowing stream—a square court enclosed by loopholed stone walls of massive strength, and entered by a long well-designed oak covered way—"the Little Garden" with profusion of highly cherished flowering plants—several terraces crowned with pergolas covered with vines, roses, and all kinds of choice climbers—a lovely lake of crystal purity, its banks and islands dressed with a great profusion of water loving plants and shrubs—an alpine garden—a bog garden—an outdoor bath with bathing house—a round pond stocked with gold fish—in fact, take it for all in all, it is admittedly a most beautiful pleasaunce, a true work of natural landscape gardening of infinite charm and variety, worth the attention of the most refined lover of "Artistic Home and Gardens Beautiful." There are complete fruit and vegetable gardens, mature orchards, greenhouses, vineries, capital stabling, carriage houses, coachman's rooms, farmhouse and homestead; park, pasture, arable and woodland, in all 128a 3r. 26p.

Vendors' Solicitors, Messrs. Flower & Flower, Mowbray-house, Norfolk-street, Strand, London. Cards to view and profusely illustrated particulars may be had of Messrs. Debenham, Tewson, Farmer, & Bridgewater, 80, Cheapside, London.

By order of the Executors of the late Thomas Bett, Esq.
DOWN PLACE, GUILDFORD, SURREY.
A well-known FREEHOLD ESTATE, in a lovely country, which may justly be described as one of the most beautiful residential districts in England, many important family seats being in the near neighbourhood.—Messrs.

DEBENHAM, TEWSON, FARMER, & BRIDGEWATER

are instructed to SELL, at the MART, on TUESDAY, MAY 30, at TWO, the valuable FREEHOLD RESIDENTIAL ESTATE, Down Place, in the parishes of Guildford, Compton, and Worplesdon, occupying a glorious position with fine frontage to the main road (on the Hog's Back) between Guildford and Farnham. The mansion-house, which is about 350 ft. above sea level, was built by Messrs. Cubitt in 1860 (and is a good example of that eminent firm's capital work). It stands in the midst of old, well-established pleasure grounds, which, as well as the surrounding park-like lands, are handsomely timbered—a happy combination of old grounds with a modern house having all up-to-date requirements. The house contains 23 bed and dressing-rooms, bath-room, four well-proportioned reception-rooms, billiard-room, strong-room for plate, gun-room, a full suite of capital domestic offices and ample cellarage. The stabling, built in 1873, is very good, five loose boxes, five stalls, large coachhouse, harness and saddle-rooms, fodder and store-rooms, lofts, &c., coachman's house, and groom's rooms. The walled kitchen garden is profusely stocked with wall and espalier fruit trees of choice kinds. There are many glasshouses for the growth of grapes, peaches, figs, orchids, cucumbers and melons; a thriving orchard, numerous well-placed summer and tea houses, tennis and other lawns, a superior roomy farmhouse, model farm homestead, covered cattle yards, 13 excellent cottages, and an entrance lodge. The estate has an area of about 631 acres, a compact square mile of territory without an inch of intervening land. About 168 acres are in grass parks, 238 acres arable, 140 acres well-placed woods and plantations, and for its size the property affords as nice a shooting as can be met with (more shooting over adjacent lands could possibly be obtained), hunting with the Surrey and Chiddingfold Foxhounds and the Ripley Harriers; church, post, and telegraph office about a mile, Guildford town and station about 2½ miles. Golf links near. Modern sanitation, the whole well watered. Valuable common rights. The land has for many years been highly farmed, is now in prime condition, fences, gates, &c., in excellent order, and will be sold with possession.

Particulars, with plan, may be had of Messrs. Stibbard, Gibson, & Co., Solicitors, 21, Leadenhall-street, E.C.; and of the Auctioneers, 80, Cheapside, E.C.

At a Reduced Reserve.

22 CARLTON HOUSE TERRACE.

A very fine TOWN RESIDENCE, held for a long term direct from the Crown, together with excellent stabling; the property occupies a unique position in the very centre of the fashionable world.

The House possesses a southern aspect, and is most substantially built and well arranged. The reception-rooms are well adapted for entertaining on a large scale.

The accommodation comprises in all 12 good bedrooms, fitted bath-room, two box-rooms, handsome double drawing-rooms, with polished oak flooring throughout, conservatory, imposing entrance hall and inner vestibule, very fine dining-room, large morning-room, and third room, light and commodious domestic offices, well-lighted principal and secondary staircases.

The stabling, with private yard, consists of four stalls, two loose boxes, coach-house, accommodation for three carriages, and rooms over.

The Crown Lease of the whole Property is held direct from the Commissioners of his Majesty's Woods and Forests for an unexpired term of about 57 years, at the extremely low ground-rent of £120.

Possession on completion of the purchase.

MESSRS. WALTON & LEE will OFFER the above Magnificent PROPERTY, by AUCTION, at the MART, E.C., on TUESDAY, MAY 9, 1905, at TWO o'clock precisely (unless previously Sold Privately).

Particulars of Messrs. Hill, Son, & Rickards, Solicitors, 40, Old Broad-street, E.C; and of the Auctioneers, 10, Mount-street, W.

---

11 LOWNDES SQUARE, S.W., and STABLES.—An exceptionally attractive Cubitt-built RESIDENCE (until recently the residence of his Grace the Duke of Wellington), charmingly situated, overlooking the ornamental square garden, quite near to the Park, Albert Gate, and Rotten Row. The premises are in excellent order and admirably adapted for entertaining as well as for ordinary family occupation.

The accommodation consists of ten capital bed and dressing-rooms, five very handsome reception-rooms, and full complement of domestic offices; stabling at the rear for three horses, &c.

The whole held on direct lease for a term having 24 years unexpired from Christmas last at the extremely low ground-rent of £5 per annum.

To be SOLD by AUCTION, at the MART, E.C.,

On TUESDAY, MAY 9, at TWO o'clock, by

MESSRS. WALTON & LEE (unless previously sold privately). Immediate possession.

Particulars of J. E. Robson, Esq., Solicitor, 118, Victoria-street, Westminster; or of the Auctioneers, 10, Mount-street, W.

At a Low Reserve.

44 PRINCE'S GATE, and STABLING.—An exceedingly well and substantially-built Family Residence, occupying a delightfully open and choice situation in this very favourite position, within a few yards of the Park.

MESSRS. WALTON & LEE (in conjunction with Messrs. ELSWORTH & KNIGHTON) will SELL by AUCTION, at the MART, E.C., on TUESDAY, MAY 9, 1905, at TWO o'clock precisely (unless previously sold privately).

The above highly-attractive and splendidly-situated TOWN RESIDENCE, containing four large principal bedrooms, two dressing-rooms, two fitted baths with h. and c. water supplies, four capital servants' bedrooms, a very lofty and handsome double drawing-room, charming boudoir with balcony, a well-proportioned dining-room, cheerful morning-room, smoking-room, an imposing entrance hall, and full domestic offices; the stabling consists of four stalls, double coachhouse with three rooms, loft, &c., over.

The properties are held on separate leases, having over 40 years unexpired, at ground-rents amounting to £80 per annum.

Possession on completion.

Particulars of Messrs. Dawes & Sons, Solicitors, 9, Angel-court, Throgmorton-street, E.C.; Messrs. Elsworth & Knighton, 19, Exhibition-road, South Kensington; or of the Auctioneers, 10, Mount-street, W.